RECORD REPRODUCTION COVER SHEET

The attached records are:	
Releasable to the Public	
Denied to the Public	
Subject:	
F33615-97-D-104	5
FOIA Control Number:	63-090CK
Date Reproduced:	

	FRE	EDOM OF INFORM	ATION A	ACT (FOIA) RESPON	ISE AND INVOICE			
REQ	JEST DATE 20021	204		REQUEST NUMBER 03-090LK				
TO.	(2)			FROM				
	idian			88 CG/SCCMF (FOIA Office)				
	: Brieann Burgel			Building 676 Rm 150				
	9 Springfield Pike, Suite 20	0		2435 5th Street Area B				
Day	ton OH 45431-1289			Wright-Patterson AFB OH 45433				
1.			REQ	UESTED RECORDS				
X	COMPLETELY RELEASED			PARTIALLY RELEAS	ABLE			
×	DOCUMENTS ARE ATTACHED							
	DOCUMENTS WILL BE FORWAR	DED ON RECEIPT OF PAY	MENT					
	DOCUMENTS MAY BE VIEWED	AT THIS LOCATION (Ple	ase call for a	n appointment)				
	TIME EXTENSION IS REQUIRED	BECAUSE						
	ALL OR PART OF THE REQUEST	ED RECORDS ARE NOT A	T THIS LOC	ATION				
	VOLUMINOUS RECORDS MUST	BE COLLECTED AND REV	/IEWED					
	RECORDS ARE BEING REVIEWED	BY ANOTHER AGENCY	FOR POSSIB	LE RELEASE				
	WE HOPE TO PROVIDE A FINAL	DECISION BY						
2.		THE COSTS OF PROV	IDING THE	SE DOCUMENTS ARE IN	DICATED BELOW			
	REQUEST ACTIONS	BATE		MATERIAL	TIME	COST		
SEAF	CH (Hourly)		\$44.00		1.00	\$44.00		
Section 1	EW (Hourly)		\$44.00	SCHOOL SECTION	1.00	\$44.00		
SALES OF THE SALES	(Page)		\$0.15	254	1.00	\$38.10		
Carlotte III	PUTER MACHINE TIME (Hourly)		-00.10	SERVE WALLEY		70010		
DESCOU	PUTER OPERATOR TIME (Hourly)			TETTS TO STORY TO				
Sin 28	PUTER TAPES			The second second second	1 35 38 - 5 No. v 865			
	R CD				A STATE OF THE STA			
					TOTAL AMOUNT DUE	\$126.10		
4.		Kara and Marie Santa and Marie Santa	JR CHECK	2435 5th Street Area Wright-Patterson AI OR MONEY ORDER FOR		OCUMENTS		
NUM	BER		DATE		AMOUNT			
FOLL	OWING LOCATION FOR ACTION			AL AL PRIS INSTALLATION	. WE HAVE FORWARDED YOUR	neducal IU THE		
6. C	OMMENTS							
1 - '	ched: Your FOIA Request Requested Records							
Poir	nt of Contact (FOIA) is Ly	nn Kane at (937) 904	4-8189					
		Epri	DOM OF I	NEODMATION ACT MAK	ACER			
7,	T 1110 01101-0	FREE	WWW.WITCHOLD	NFORMATION ACT MAN	DA	TE		
100000000	e and phone ree M. Coon (937) 904-820	7	SIGNATURE	Mur. M	(m.	96/100		

AFMC FORM 556, 19950201 (EF-V4) REPLACES AFMC 556, JUL 92 WHICH IS OBSOLETE



Engineering Division

5200 Springfield Pike Suite 200 Dayton, Ohio 45431-1289 Tel: 937.253.4770 Fax: 937.476.2900 www.veridian.com

December 4, 2002

O. P. R. AFRL/SNK CONTROL # 03-090LK DUE DATE 27 Dec 02

88 CG/SCCIADF, Building 16 2275 D Street, Room 0047 WPAFB, OH: 45433-7220

ATTENTION:

FOIA Manager

SUBJECT:

FOIA Request for Contract No. F33600 00-D-001.

L, per conv. w/ Rog.

Under the Freedom of Information Act, Veridian Engineering requests one copy of the releasable contractual information including the contract and delivery orders for TRW's Advanced Concepts Exploration (ACE) facility support contract (F336-15-97-D-1045).

We understand that a reproduction charge is payable. If that amount exceeds \$200.00, please notify the undersigned at 937-476-2518 prior to proceeding. Please forward these documents to the following address:

Veridian Engineering Attn: Bricann Burgel 5200 Springfield Pike, Suite 200 Dayton, OH 45431-1255

If you have any questions regarding this request, please let me know (937-476-2518). Thank you for your prompt attention to this matter.

Sincerely,

VERIDIAN ENGINEERING

Brieann L. Burgel

Business Development Spedialist

xc: Ed Lehman

	AM	ENDMENT OF S	OLICITAT	TION/MODIFICATIO	N OF CONTRAC	T	U - CPF		PAGE OF PAGES 1 of 2
2. Al 02		T/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PI SEE SCHED		E REQ.NO.	5. PROJE	ECT NO. (If applicable)
8. 15	SUED BY	AFRUSNKD	CODE	FA8650	7. ADMINISTERED	BY (If ot	har than Item 6)	C	ODE S0514A
AIR 2311 WRI SUS	GHT-PA	RESEARCH LABO H STREET, BUILD TTERSON AFB O	ING 167	901	DCMA SAN DIE 7675 DAGGET SAN DIEGO CA	ST SI			
8. N/	ME AND A	DDRESS OF CONTRA	CTOR (No., st	reet, county, State and ZiP C	odel	[(X)	9A AMENDMENT	T DE SOUICITA	TION NO
TRV RAD ONE	VINC. DIO SYST RANCH			MA	ALLING DATE		98. DATED (SEE ITEM 11)		RACT/ORDER NO.
(858)) 592-33	14		DE	C 12 2002	V		97-D-1045	
See	DD254 6	or Cleared Addres	5			X	108. DATED (SEE		0005
CODE	THE R. P. LEWIS CO., LANSING MICHIGAN	109	9	FACILITY CODE			29 JUL 20		
			11. THIS I	TEM ONLY APPLIES	TO AMENDMENTS	OF SC			
RECE If by v to the	ited: or (o IVED AT T influe of this solicitation ACCOUNT SEE SC A THE COI B. THE app) By separate letter or the PLACE DESIGNAT amendment you desire and this amondment, a ING AND APPROPRIATION TO BE CHANGE ORDER IS STRACT ORDER NO. ABOVE NUMBERED repriation data, stc.) Si	elegram which ED FOR THE ED FOR THE I to change an Ind is miceived TION DATA (II THIS ITEM IT MODIF ISSUED PUR: ITEM 10A. CONTRACT/O ET FORTH IN AGREEMEN	A APPLIES ONLY TO MILES THE CONTRACT/ SUANT TO: (Limitation of RDER IS MODIFIED TO REFITEM 14, PURSUANT TO THE IT IS ENTERED INTO PU	olicitation and amendment R TO THE HOUR AND I change may be made by date specified. MODIFICATION OF ORDER NO. AS DIFFERENCE Clause) THE LECT THE ADMINISTRE AUTHORITY OF FAR	nt number DATE SPI Vicegran CONT ESCRIE CHANGI ATIVE CH	RACTS/ORDEF BED IN ITEM 14 ES SET FORTH IN ITEM 45 CANCES (such as ca)	YOUR ACKNO JLT IN REJECT each telegram o	WLEDGMENT TO BE FION OF YOUR OFFER. or letter makes reference
SUB CHA CHA PRO	DESCRIPT JECT: II NGE IN NGE IN JECT EI	ION OF AMENDMENT/ NCREMENTAL FU CONTRACT VALL OBLIGATION: \$15 NGINNEER: Lydia	MODIFICATION INDING JE: NONE 50,000.00 Harris, AFF	is required to sign this doc N (Organized by UCF section RL/SNRW, 937-255-276 TTLEMENT OPER, PO	n headings, including soli 66 Ext 4186 & Deni	citationic	ontract subject matte	or where feasib	-4854 Ext. 4160
				he document referenced in Ite					
15A.	NAME AND	TITLE OF SIGNER (T	ype or print)			. SHEL	FSIGNER (Type or LABARGER	print)	1
		TOR/OFFEROR person authorized to si	ign)	15C, DATE SIGNED	David of	ATES OF	Rellabar	jen	16C. DATE SIGNED

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.2.4 Created 10 Dec 2002 11:36 AM

30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- Pursuant to the "Limitation of Funds" clause of the contract the above numbered contract is hereby
 modified by increasing the amount allotted in paragraph 2 of Section B by \$150,000.00, thereby making a
 revised amount obligated of \$359,000.00 which covers all contractual items through 30 Apr 03. The
 dollar amount and time specified are in accordance with the contractor's e-mail dated 9 Dec 02,
 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:
 - a. Section B, Supplies or Services, is revised as follows:

ITEM	SUPPLIES OR SERV	/ICES	Qty Purch Unit	Unit Price Total Item Amount
000102	CLIN Establish			
	Noun:	Funding	Info Only	
	ACRN:	AB	+\$150,000.00	
	ACRN:	AB	+\$150,000.00	

b. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Su	bhead/Supplemental Accounting Data	Obligation Amount
AB	New ACRN Amount: Funding breakdown: PRIMIPR: JON: 666A0200 Descriptive data: RCCC: 6SRW00 Complete Reference MIPR Numbe Payment Instructions: Payment for all effort und informational subclin(s) in	\$10 (\$10.55 \$10.	
	ACRN SUBCLIN AA 00010 AB 00010 Total	1 209,000.00	

3. All terms and conditions remain unchanged.

	AMENDMENT OF SOLIC	ITATION/MODIFICATION	OF CONTRAC	т	1. CONTRAC U - CPFI		PAGE OF PAGES 1 of 3
2. A	MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/P SEE SCHED		REQ.NO.	5. PROJE	CT NO. (If applicable)
6. 15	SSUED BY AFRUSNKD COD	E FA8650	7, ADMINISTERED	BY (If other	er than Item 6)	C	DDE S0514A
AIR 231 WR CO	AF/AFMC FORCE RESEARCH LABORATO DEIGHTH STREET, BUILDING 10 IGHT-PATTERSON AFB OH 4543 URTNEY L. MCLANE 937-255- rtney.mclane@wpafb.af.mil	67 33-7801	DCMA SAN DIE 7675 DAGGET SAN DIEGO C	ST SU			
8. N	AME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Co.	de)	(X)	9A. AMENDMENT	OF SOLICITA	TION NO.
RAI	N INC. DIO SYSTEMS E RANCHO CARMEL N DIEGO CA 92128		LING DATE 3 0 2002		9B. DATED (SEE)	20-900 (1985)	
(85)	8) 592-3314		0 0 2002		10A. MODIFICATI		NEW TOTAL PROPERTY
See	DD254 for Cleared Address			X	10B. DATED /SEE	97-D-1045	0005
COD		FACILITY CODE			29 JUL 20	Control Inc.	
	11. T	HIS ITEM ONLY APPLIES T	O AMENDMENTS	OF SO			
(a) subm REC If by to the	s must acknowledge receipt of this amendm By completing Items 8 and 15, and returnin itted; or (c) By separate letter or telegram EIVED AT THE PLACE DESIGNATED FOR white of this amendment you desire to chan e solicitation and this amendment, and is not ACCOUNTING AND APPROPRIATION DA SEE SCHEDULE	g copies of the amendment which includes a reference to the sol. THE RECEIPT OF OFFERS PRIOR ge an offer already submitted, such caived prior to the opening hour and distraction.	nt: (b) By acknowledging licitation and amendme I TO THE HOUR AND I change may be made by a te specified.	g receipt of nt numbers DATE SPE y telegram	this smendment on FAILURE OF Y CIFIED MAY RESU or letter, provided a	each copy of OUR ACKNO LT IN REJECT ach telegram o	the offer WLEDGMENT TO BE SION OF YOUR OFFER
		ITEM APPLIES ONLY TO M ODIFIES THE CONTRACT/O					
(X)	A. THIS CHANGE ORDER IS ISSUED 10A.		HANGES SET FORTH				ANTENOS SERVICIO
	appropriation data, etc.) SET FOR	ACT/ORDER IS MODIFIED TO REFL TH IN ITEM 14, PURSUANT TO THE	AUTHORITY OF FAR	43,103(b).		anges in payli	ng affice,
		EMENT IS ENTERED INTO PUR	RSUANT TO AUTHO	ORITY OF			
X	D. OTHER (Specify type of modific Limitation of Funds CI						
	IMPORTANT: Contractor 🛛 is				o the issuing office.		
SUE CHA PRO FINA	DESCRIPTION OF AMENDMENT/MODIFIC BJECT: Incremental Funding; CHANGE IN OBLIGATION: \$199,000 DJECT ENGINEER: Lydia Harris, ANCE OFFICE: DFAS-CO/WEST NTRACTING OFFICER'S EMAIL A	ANGE IN CONTRACT VALU .00 (Increase) AFRL/SNRW, 937-255-2766 ENTITLEMENT OPER, PO	Ext. 4186 & Deni BOX 182381, COI	ce Jacob	os, AFRL/SNRV	V, 937-255-	4854 Ext. 4160
_	pt as provided herein, all terms and condition			-	7		orce and effect.
15.A.	NAME AND TITLE OF SIGNER (Type or pr	int)	DAVID L	SHELL	SIGNER (Type or ABARGER	print)	
158.	CONTRACTOR/OFFEROR	15C. DATE SIGNED	Contracting 168. UNITED ST	ATES OF	. 0		16C. DATE SIGNED
- (Signature of person authorized to sign)		BY (Signature	3 1	Skellala ing Oticer)	yn	27 Sep 02

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.0.8 Created 27 Sep 2002 12:45 PM 30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Pursuant to the 'Limitation of Funds' clause of the contract, the above numbered contract is hereby modified by increasing the amount allotted in paragraph 2 of Section B by \$199,000.00, thereby making a revised amount obligated of \$209,000.00 which covers all contractual items through 15 December 2002. The dollar amount and time specified are in accordance with the contractor's email dated 26 September 2002, incorporated herein by reference.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:
 - a. Section B, Supplies or Services, is revised as follows:

ITEM	SUPPLIES OR SER	RVICES	Qty Purch Unit	Unit Price Total Item Amount
000101	CLIN Change			
	Noun:	Funding	Info Only	
	ACRN:	AA	+\$199,000.00	

b. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA	ACRN Change 57 23600 292 47GB 696999 H26140 59700 000000 667100 F67100 New ACRN Amount: \$209,000.00 Funding breakdown: On CLIN 000101: +\$199,000.00 PRIMIPR: GWSSN027201112 \$90,000.00 GWSSN027201120 \$109,000.00 JON: 666A0200 Descriptive data: FY02 Incremental Funding RCCC: 6SRW00 MIPR Nos.: DD044853N2746S214, dtd 23 Aug 02 DD044853N2746S213/01, dtd 23 Aug 02 COMPLETE	+\$199,000.00

c. Payment Instructions:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	CLIN	AMOUNT
AA	000101	\$ 209,000.00

Total Of All CLINs

\$209,000.00

3. Except as noted above, all terms and conditions of subject delivery order remain unchanged.

		KDEK FI	JK SUPPL	ILS OR S	SERVICES			PAGE 1 OF 6
1. CONTR	RACT/PURCH ORDER/AGREEMENT NO.	2. DELIVER	Y ORDER/ CALL NO	-	TE OF ORDERICALL	4, REQUISITIO	NPURCH REQUEST NO	5. PRIORITY
F336	615-97-D-1045	0005		L.	үүүмммоо)	SEE	SCHEDULE	DO-A7
6. ISSUE	DBY AFRL/SNKD	CODE	FA8650	7. ADMINISTER	ED BY (If Other than 6)	CODE	S0514A	8. DELIVERY FOB
2310 E WRIGH SCOTT	AFMC DRCE RESEARCH LABORA EIGHTH STREET, BUILDING HT-PATTERSON AFB OH 48 FA. SIZEMORE (937) 25 Izemore@wpafb.af.mil	167 5433-7801		DCMA SAN 7675 DAGG SAN DIEGG SCD: C	N DIEGO GET ST SUITE O CA 92111-22 PAS: (NONE)	200		X DESTINATION OTHER (See Screenin # other)
B. CONTR	ACTOR	000E	65409	FACILITY	The state of the s	0. DELIVER TO FO	B POINT BY (Date)	11. X IFBUSINESS I
	TRW INC.		(7,000,000)			YYYYMMMDD) SE	E SCHEDULE	SMALL
NAME AND ADDRESS	RADIO SYSTEMS ONE RANCHO CARMEL SAN DIEGO CA 92128 (858) 592-3314		5277577	LING DAT	- 1	2. DISCOUNT ITEM		SMALL DISAD VANTAGED WOMEN- OWNED
	See DD254 for Cleared A	ddress	JUL	29 200		13. MAIL INVOICES TO ADDRESS IN BLOCK SEE BLOCK 15 (PAYMENT OFF		
14. SHIP	TO	CODE		15. PAYMENT V	WILL BE MADE BY	COOS	Lucasaa	
SEE SI	CHEDULE	7.5000		100000000000000000000000000000000000000	WEST ENTITLE		HQ0339	MARK ALL
OLL O	OF Flacts Of table			POBOX 1				PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
15.	ne rucovi This delivery and	etical is issued on	another Governmen		rdance with and subject	to terms and condition	ens of above numbered co	ntract.
TYPE	CALL X			DELIVERY)				
OF Reference your furnish the following on items specified herein.								
ORDER	ACCEPTANCE.	THE CONTRACT	OR HEREBY ACCE	PTS THE OFFER R	SEPRESENTED BY THE	E NUMBERED PURC TH, AND AGREES T	HASE ORDER AS IT MA O PERPORM THE SAME	Y PREVIOUSLY HAVE
NA If the	ME OF CONTRACTOR is box is marked, supplier must sign Acceptants and Appropriation Datastics SCHEDULE	THE CONTRACT W MODIFIED, SU S Stance and return to	OR HEREBY ACCE BUECT TO ALL OF	PTS THE OFFER R	REPRESENTED BY THE CONDITIONS SET FOR TYPED 20. QUANTIT	TH, AND AGREES T	O PERFORM THE SAME	Y PREVIOUSLY HAVE E SIGNED(YYYYMMMDD 23. AMOUNT
NA If the	ME OF CONTRACTOR is box is marked, supplier must sign Acceptants and Appropriation Datastics SCHEDULE	THE CONTRACT W MODIFIED, SU S Stance and return to	OR HEREBY ACCE BUECT TO ALL OF GRATURE IN GRATURE	PTS THE OFFER R	REPRESENTED BY THE CONDITIONS SET FOR TYPEO	TH, AND AGREES T NAME AND TITLE Y 21. M UNIT	O PERFORM THE SAME	E SIGNED(YYYYMMHDO
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NA If the IT. ACCC S IE. ITEM If quantity Sovernite acture ordered, in senter acture ordered, i	ACCEPTANCE BEEN OR IS NOT ME OF CONTRACTOR IS box is marked, supplier must sign Acceptance of the supplier of the su	THE CONTRACT W MODIFIED, SU STAINCE and return th OCAL USE HEDULE OF SUPI	OR HEREBY ACCE BUECT TO ALL OF IGNATURE In following number of PLIES/SERVICES RICA	PTS THE OFFER R	TYPEO 20. QUANTIT ORDEREI AGGEPTE	NAME AND TITLE Y 21. Y UNIT	O PERFORM THE SAME OAT 22. UNIT PRICE	E SIGNED(YYYYMMMOO
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 Pursuant to FAR Part 52.216-18, the "Ordering" clause of the basic contract (Contract F33615-97-D-1045), Delivery Order 0005 is hereby issued. The amount established for Delivery Order 0005 is as follows:

Estimated Cost: \$2,251,959.00
Fixed Fee: \$179,730.00
Total: \$2,431,689.00

- The amount allotted is \$10,000.00, which covers all contractual items for Delivery Order 0005 through 31 Jul 02 per Contractor's email dated 9 Jul 02.
- 3. Pursuant to FAR Part 52.244-02, Subcontracts Alternate I, the contractor is authorized to purchase the subcontracted services in the amount of \$466,573.00, materials in the amount of \$1,070,119.00, and other direct costs in the amount of \$8,952.00 under this delivery order as proposed in the contractor's proposal, dated 23 May 02.
- Pursuant to FAR Part 52.244-02, Subcontracts Alternate I, the contractor is authorized to purchase materials and services from MACB in the amount of \$177,363.00, Veridian Engineering in the amount of \$99,210.00, and Technical Services in the amount of \$190,000.00.
- Pursuant to FAR Part 52.245-05, Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts), the contractor is authorized to have or use GFE/GFI/GFP during performance of this delivery order. A complete listing of GFE/GFI/GFP applicable to this program is included in the basic contract. Any GFE provided during the period of performance of this delivery order will be returned to AFRL/SNRW, 2241 Avionics Circle, Building 620, WPAFB OH 45433.
- 6. As a result of paragraphs 1 and 2, the contract is modified as follows:
 - a. SECTION B Supplies or Services, is established as follows:

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
0001	in accordance with the atta	1 Each RESEARCH AND DATA 9 N - Not Applicable A U - COST PLUS FIXED FEE DESTINATION DESTINATION DESTINATION Advanced Concepts Exploration (ACE) P hed delivery order description dated 23 contract Data Requirements List, DD For	May 02. Deliver data in

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount 000101 Noun: Funding Info Only ACRN: \$10,000.00 Descriptive Data: FY02 Incremental Funding JON: 666A0200 RCCC: 6SRW00 MIPR Nos.: DD044853N2746S107 and DD044853N2746S123 0002 NSP Each NSP Noun: SOFTWARE ACRN: NSN: N - Not Applicable DD1423 is Exhibit: U - COST PLUS FIXED FEE Contract type: Inspection: DESTINATION Acceptance: DESTINATION FOB: DESTINATION Descriptive Data: Conduct Research entitled "Advanced Concepts Exploration (ACE) Program Delivery Order 0005" in accordance with the attached delivery order description dated 23 May 02. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, of the Basic contract and the attached delivery order description. 0003 NSP Each NSP HARDWARE Noun: ACRN: U NSN: N - Not Applicable DD1423 is Exhibit: A Contract type: U - COST PLUS FIXED FEE Inspection: DESTINATION Acceptance: DESTINATION FOB: DESTINATION Descriptive Data: Conduct Research entitled "Advanced Concepts Exploration (ACE) Program Delivery Order 0005" in accordance with the attached delivery order description dated 23 May 02. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, of the Basic contract and the attached delivery order description.

b. SECTION F - Deliveries or Performance, is established as follows:

SHIP MARK TRANS ITEM SUPPLIES SCHEDULE DATA QT TO FOR PRI DATE 0001 FA8650 30 Apr 2004 Noun: RESEARCH AND DATA ACRN: 9 Descriptive Data: The scheduled delivery date for the approved final technical report is 30 Apr 04. All data shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423 of the Basic contract. The initial submittal of the draft final report shall be accomplished no later than 31 Jan 04. See DD Form 1423 for mailing address.

0002

FA8650

ASREQ

Noun: ACRN: SOFTWARE

RN:

Descriptive Data:

The scheduled delivery date for the approved final technical report is 30 Apr 04. All data shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423 of the Basic contract. The initial submittal of the draft final report shall be accomplished no later than 31 Jan 04. See DD Form 1423 for mailing address.

0003

FY1456

ASREO

Noun: ACRN: HARDWARE

11

Descriptive Data:

The scheduled delivery date for the approved final technical report is 30 Apr 04. All data shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423 of the Basic contract. The initial submittal of the draft final report shall be accomplished no later than 31 Jan 04. See DD Form 1423 for mailing address.

- c. SECTION G Contract Administration Data, is established as follows:
 - (1) Payment Instructions are hereby established as follows:

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using the funds from the next listed ACRN.

ACRN

SUBCLIN No.

TOTAL OBLIGATED

AA

000101

\$10,000.00

TOTAL OBLIGATED

\$10,000.00

(2) ACRN AA is hereby established as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA	57 23600 292 47GB 696999 H26140 59700 000000 667100 F67100 Funding breakdown: On CLIN 000101: \$10,000.00 PRIMIPR: GWSSN027200594 \$10,000.00 JON: 666A0200 Descriptive data: FY02 Incremental Funding RCCC: 6SRW00 MIPR Nos.: DD044853N2746S107 and DD044853N2746S123	\$10,000.00

d. SECTION J - List of Attachments, is established as follows:

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	3	23 MAY 2002	ADVANCED CONCEPTS EXPLORATION PROGRAM (ACE) DELIVERY ORDER 0005 STATEMENT OF WORK (SOW)

CONTRACT F33615-97-D-1045 (Delivery Order 0005 Contract)

Advanced Concepts Exploration Program (ACE)

TRW Radio Systems

Delivery Order 0005 Statement of Work

23 May 02

STATEMENT OF WORK (SOW) FOR DELIVERY ORDER 0005

1.0 OBJECTIVES

The objective of this Delivery Order (DO) is to promote research and development (R&D) and perform in-house assessments of Global Positioning System (GPS) anti-jam concepts and develop corresponding hardware-in-the-loop simulation technologies to evaluate performance.

2.0 REQUIREMENTS

The Contractor shall plan, manage, and accomplish the tasks set forth below:

- 2.1 Contractor shall upgrade existing GPS test capabilities to support evaluations in the Advanced Concepts Exploration (ACE) facility.
- 2.2 Contractor shall design and develop prototype hardware for proof-of-concept and risk reduction.
- 2.3 Contractor shall conduct mission and performance analyses for the impact of ionospheric scintillation on the GPS navigation signal and its effect on the user.
- 2.4 Contractor shall conduct technology/feasibility studies of advanced technologies as a basis for future R&D applications.
- 2.5 Contractor shall develop and implement innovative approaches to modify, enhance and maintain current Antenna Wavefront Simulator capabilities.
- 2.6 Contractor shall perform demonstrations of processes and techniques in support of electronic warfare (EW) and GPS research.
- Contractor shall conduct bench-level tests and evaluations of GPS user equipment.
- 2.8 Contractor shall conduct mission capability and performance analyses and provide technical support for GPS Interference and Navigation Tool (GIANT) applications.
- 2.9 Contractor shall fabricate hardware and calibrate unique and special purpose equipment, as required. Calibration of general-purpose laboratory test equipment shall be kept current according to the Government's Precision Measurement Equipment Laboratory (PMEL) schedule.

- 2.10 Contractor shall enter associate agreements with original equipment manufacturers, subcontractors, and/or other specialists that are critical to satisfy requirements for providing equipment maintenance, specialized support and unique capabilities for Branch applications. Contractor shall enter into non-disclosure agreements with other contractors, if required to complete tasks under this DO.
- 2.11 Contractor shall provide materials, replacement components and parts in a timely manner to prevent or eliminate malfunctions, enhance or upgrade capabilities, or improve performance requirements in the ACE facility. Contractor shall make hardware and software procurements and developments, as required for ACE facility enhancements.
- 2.12 Contractor shall design, develop, integrate and test software in the ACE facility. System backups, commercial software upgrades and computer security certification and accreditation packages will be kept current.

		OR	DER F	OR SUPP	LIES	OR SER	RVICES	3		51111	P	AGE 1 OF 6
1, CONT	TRACT/PURCH O	RDER/AGREEMENT NO.	2. DELIVER	Y ORDER/ CALL N	0.	3. DATE OF	ORDER/CA	LL	4 RECURSIT	ION/PURCH REQUEST (10 5	PERONAN
ALC: Y	8615-97-D-1	200	0004		00NOV08 SEE SEC			SECTION G		O-A7		
	DBY AFRL	/SNKD	CODE	FA8650	400000000	INISTERED BY		n 6)	co	DE S0514A	8.	DELIVERY FOR
AIR FO 2310 E WRIG STEVE	EIGHTH ST		67 33-7801		7675	C SAN DIE DAGGET DIEGO CA	STREET	-2241			X	DESTINATION OTHER (See Schoolule if other)
9. CONT	RACTOR		CODE	65409	4.00.		409	-	ELIVER TO S	OB POINT BY (Cate)	11	X IFBUSINESS IS
TRW INC. NAME AVIONICS SYSTEMS DIVISION ADDRESS ONE RANCHO CARMEL M/S RC2/2639		MAII	LING DA		m		SEE SCHEDUL	1122	SMALL SMALL DISAD- VANTAGED WOMEN-			
		EGO CA 92128			MOI	0 8 20	nn	1.00	AIL INVOICE	S TO ADDRESS IN BLO	:K	OWNED
		592-3641 SAN DIE 254 for Cleared Ado		ITY	NO	10020	,00	SEE	BLOCK	15 (PAYMENT O	FFICE)
14. SHIP	10		CODE		15. PAY	MENT WILL BE	E MADE BY		000	ELLOgge		
SEE SCHEDULE			DFAS-CO/WEST ENTITLEMENT OPER P O BOX 182381 COLUMBUS OH 43218-2381					MARK ALL PACKAGES AND PAPERS WITH DENTIFICATION NUMBERS IN LOCKS 1 AND 2.				
					EFT:T							LOURS I AND Z.
16, TYPE	GALL GALL	X This delivery orderic	all is issued on	another Governmen	t agency or	in accordance	with and subj	ect to ter	ms and condi	ions of above numbered	contract	
QF	PURCHASE	Reference your	furni	sh the following on t	ner mont	of hearing						
17. ACC0		CTOR supplier must sign Acceptanc PPROPRIATION DATA/LOC	Si Se and return the	GNATURE					E AND TITLE	ICHASE ORDER AS IT M TO PERFORM THE SAN		D(YYYYMMMGG)
22												
18, ITEM	NO.	19. SCHED	PULE OF SUPP	LIES/SERVICES			29. QUANT ORDER ACCEP	ED/	21. UNIT	22. UNIT PRICE	2	3. AMOUNT
		Sovernment is same as X. If different, enter accusi		D STATES OF AM		A .				25. TOTAL 29.	\$2,48	6,813.00
quantity ac	sup woled betges	ntify ordered and encircle.	BY:	Diele	201.	Lochtral's	NEWROER	N N	ov 00 FICER	DIFFERENCES		
	PECTED COLUMN	RECEIVED AC		CONFORMS TO TI	90	. SHIP NO.	28. D.0	o. vouc	HER NO.	30. INITIALS		
			0.0000000000000000000000000000000000000		E	PARTIAL	32. PA	ID BY		33. AMOUNT VERIF	ED COR	RECT FOR
DATE 35. I CER		AND TITLE OF AUTHORIZE UNT IS CORRECT AND PR			IVE 32	COMPLET	E			34. CHECK NUMBE	t:	
DATE	SI	SNATURE AND TITLE OF C	ERTIFYING OF	FICER	-	PARTIAL				35. BILL OF LADING		
37. RECEI AT		EIVEO BY (Print)	39, 0	ATE RECEIVED YYYYMMMO(I)	40	TOTAL CON- TAINERS	41. S/F	RACCO	UNT NO.	42. S/R VOUCHER I	42. S/R VOUCHER NO.	
	D11 / / / T	14M 4000 (EQ)			505							

A. Pursuant to Section B, paragraph 2 of the Basic contract, the amount established for Delivery Order number 0004 is as follows:

Delivery Order Cost: \$2,308,532.00
Delivery Order Fee: \$178,281.00
TOTAL CPFF: \$2,486,813.00

- B. The amount allotted is \$40,000.00 which covers all contractual items under Delivery Order Number 0004 through 31JAN01. This amount is in accordance with the contractor's email dated 01NOV00, incorporated herein by reference.
- C. Section B Supplies or Services is modified as follows:

ITEM	SUPPLIES OR SER	RVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	Noun: ACRN: Security: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	9 U N - Not App	PLUS FIXED FEE ION ION	\$2,456,813.00 \$2,456,813.00
Conduct Roy	coarch in accordance with Care	SCHOOL SCHOOL STATE OF THE SCHOOL SCH		

Conduct Research in accordance with Statement of Work (SOW) entitled, "Advanced Concepts Exploration Program", dated 11SEP00 included as Attachment 1 to this Delivery Order. Data is required in accordance with the Contract Data Requirements List (CDRL) of the basic contract.

000101

Noun: Funding Info Only

ACRN: AA \$10,000.00

Descriptive Data:

0002 1 \$30,000.00

Noun: LO \$30,000.00
OTHER - NON-DEVELOPMENT ITEM (NDI) HARDWARE

EVALUATIONS

ACRN: AB Security: U

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Provide hardware in accordance with the Statement of Work (SOW) for Delivery Order #4, dated 11SEP00.

D. Section F - Deliveries or Performance is modified as follows:

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			11 Nov 2002
	Noun: ACRN: Sec. Class: Descriptive Data:	RESEA 9 U	RCH AND	DATA		

The scheduled delivery date for the approved final technical report is 11NOV2002. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11SEP00, Attachment 1 to this delivery order.

0002

Noun:

OTHER - NON-DEVELOPMENT ITEM (NDI)

HARDWARE EVALUATIONS

AB

Sec. Class:
Descriptive Data:

The scheduled delivery date for the approved final technical report is 11NOV2002. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11SEP00, Attachment 1 to this delivery order.

E. Section G - Contract Administration Data is modified as follows:

ACRN	Appropriation/Lmt Sub	phead/Supplemental Ac	counting Data	Obligation Amount
AA	57 03600 290 47GB	696999 H26140 59700	000000 667100 F67100	\$10,000.00
	Funding breakdown:	On CLIN 000101:	\$10,000.00	
	PR/MIPR:	GWSSN007205875	\$10,000.00	
	JON: 666A0200	WBS:		
	Descriptive data: JON: 666A0200 CCC: 6SAR00 REF: DD Form 448, Num	ber N46TG005300243, date	ed 22AUG00.	
AB	57 03010 110 3620	11C17A 010100 00000	000000 503000 F03000	\$30,000.00
	Funding breakdown:	On CLIN 0002:	\$30,000.00	
	PR/MIPR:	GWSSN017200066	\$30,000.00	
	JON: 666A0200	WBS:		
	Descriptive data: JON:666A0200 CCC:6SAR00 COMPLETE REF: DD Form 448 #NRY0	CF000072911, dated 15SEF	P00	

F. Section J - List of Attachments and Exhibits is modified as follows:

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	1	11 SEP 2000	STATEMENT OF WORK ENTITLED, "AVIONICS CONCEPTS EXPLORATION".

F53615-97-D-1045, DO #4 11 SEP 2000

STATEMENT OF WORK (SOW) AVIONICS CONCEPTS EXPLORATION FOR DELIVERY ORDER 04

1.0 OBJECTIVES

The objective of this Delivery Order to is to promote research and development and perform evaluations in the Advanced Concepts Exploration (ACE) Laboratory in support of the Global Positioning System (GPS) Modernization initiative.

2.0 REQUIREMENTS

The Contractor shall plan, manage, and accomplish the tasks set forth below:

- 2.1 Contractor shall support the design, development and implementation of the next generation Antenna WaveFront Simulator (AWFS).
- 2.2 Contractor shall develop and implement innovative approaches to modify, enhance and maintain current AWFS capabilities.
- Contractor shall conduct bench-level tests and evaluations of GPS user equipment.
- 2.4 Contractor shall provide technical support for GPS Interference and Navigation Tool (GIANT) applications.
- 2.5 Contractor shall fabricate hardware and calibrate unique and special purpose equipment, as required. Calibration of general-purpose laboratory test equipment shall be kept current according to the Government's Precision Measurement Equipment Laboratory (PMEL) schedule.
- 2.6 Contractor shall enter associate agreements with original equipment manufacturers, subcontractors, and/or other specialists that are critical to satisfy requirements for providing specializing support and unique capabilities. Contractor shall enter into non-disclosure agreements with other contractors, if required to complete tasks under this DO.
- 2.7 Contractor shall provide materials, replacement components and parts in a timely manner to prevent or eliminate malfunctions, enhance or upgrade capabilities, or improve performance requirements in the ACE facility. Contractor shall make hardware and software procurements and developments, as required for ACE facility enhancements.
- 2.8 Contractor shall design, develop, integrate and test software in the ACE facility. System backups and commercial software upgrades will be kept current.

AMENDMENT OF SOLIC	ITATION/MODIFIC	CATION	OF CONTRACT	Г	1. CONTRACT I U - CPFF		1 of 3
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE D	at Schnein	4. REQUISITION/PI SEE SCHED	ULE			CT NO. (If applicable)
ISSUED BY AFRLISNKD COD	FA865	50	7. ADMINISTERED	er than Item 6)	C	DDE S0514A	
SAF/AFMC R FORCE RESEARCH LABORATO 10 EIGHTH STREET, BUILDING 1 RIGHT-PATTERSON AFB OH 454 OURTNEY L. MCLANE 937-255 ourtney.mclane@wpafb.af.mil	67 33-7801		DCMA SAN DIE 7675 DAGGET SAN DIEGO C	ST SU	1-2241		
NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State	and ZIP Code	0)	(X)	9A. AMENDMENT	OF SOLICIT	ATION NO.
RW INC. NE RANCHO CARMEL		MAILI	NG DATE		9B. DATED (SEE F	TEM 11)	
AN DIEGO CA 92128		NOV	1 4 2002		10A MODIFICATIO	ON OF CON	TRACT/ORDER NO.
358) 592-3314		140.4	2 - 2002	X	F33615-9	97-D-104	
					10B. DATED (SEE	ITEM 13)	
	FACILITY COL	DE			08 NOV 20	000	
ODE 65409	THIS ITEM ONLY A	PPLIES TO	O AMENDMENT	SOFS	OLICITATIONS		
A. THIS CHANGE ORDER IS ISSU 10A. B. THE ABOVE NUMBERED CON appropriation data, etc.) SET F	TRACT/ORDER IS MODII ORTH IN ITEM 14, PURS) THE C	HANGES SET FORT LECT THE ADMINIS E AUTHORITY OF F	TRATIVE AR 43.103	A 14 ARE MADE IN THE CHANGES (such as o	HE CONTRA	oct ORDER NO: ITEM
D. OTHER (Specify type of mo Limitation of Funds C	diffication and authority						
		Valence Service		200	oles to the issuing offic	e.	
E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDMENTIMO SUBJECT: INCREMENTAL FUND CHANGE IN CONTRACT VALUE: CHANGE IN OBLIGATION: \$287, PROJECT ENGINEER: LYDIA HI FINANCE OFFICE: DFAS-CO/WE	DIFICATION (Organized) DING NONE 236 (INCREASE) ARRIS, AFRL/SNRV	V, 937-255	-2766 EXT. 4186) 182381	nicontract subject mat	ter where fe	381 (HQ0339)
Except as provided herein, all terms and con	ditions of the document re	eferenced in It			E OF SIGNER (Type		
15A. NAME AND TITLE OF SIGNER (Type	or print)		MICI Contr	HAEL A.	CRAMER ber		16C. DATE SIGNE
15B. CONTRACTOR/OFFEROR		DATE SIGNE	bur	! [][S OF AMERICA	0	Shoveaber
(Signature of person authorized to sign			(orgin			STANDAR	D FORM 30 (REV.10-
NSN 7540-01-162-8070	30-1	05				Prescribed	by GSA

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.2.2 Created 07 Nov 2002 1:41 PM

FAR (48 CFR) 53.243

- Pursuant to the 'Limitation of Funds' clause of the contract, the above numbered contract is hereby
 modified by increasing the amount set forth in Section B by \$287,236, thereby making a revised amount
 obligated of \$1,613,361 which covers all contractual items through 1 April 2003. The dollar amount and
 time specified are in accordance with the contractor's email dated 7 November 2002, incorporated herein
 by reference.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:
 - a. Section B, Supplies or Services, is revised as follows:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000112	CLIN Establish			
	Noun:	Funding	Info Only	
	ACRN:	AN	+\$287,236.00	

b. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AN	ACRN Establish 57 33600 293 47WL 635034 6SRW00 00000 63500F 503000 F0300 New ACRN Amount: \$287,236.00 Funding breakdown: On CLIN 000112: +\$287,236.00 PRIMIPR: GWSSN037200019 \$287,236.00 JON: 666A0200 Descriptive data: RCCC #: 6SRW00 JON: 666A0200 PR COMPLETE	\$287,236.00 0

c. Payment Instructions:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	CLIN	DOCUMENT	AMOUNT		
AA	000101	BASIC	\$10,000.00		
AB	0002	BASIC	\$30,000.00		
		000411	-\$30,000.00		
	0002AA	000411	\$30,000.00		
AC	000102	000401	\$20,000.00		
AD	000103	000402	\$30,000.00		
AE	000104	000403	\$22,000.00		
AF	000105	000403	\$165,000.00		
*	000107	000405	\$50,000.00		
		000406	\$10,000.00		
		000407	\$10,000.00		
AG	000106	000404	\$170,000.00		
AH	000108	000408	\$4,282.00		
AJ	000109	000408	\$286,343.00		
,		000409	\$27,000.00		
		000410	\$29,500.00		
		000411	\$50,000.00		
AK	000110	000410	\$167,000.00		
rus	000110	000412	\$90,000.00		
		000413	\$60,000.00		
		000414	\$0.00		
AL	000111	000410	\$55,000.00		
AL	000111	000410	\$30,000.00		
AAA	0002AB	000414	\$10,000.00		
AM	200000000000000000000000000000000000000	SAME OF ANS			
AN	000112	000415	\$287,236.00		

Total Of All CLINs \$1,613,361.00

^{3.} Except as noted above, all terms and conditions of subject delivery order remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRA						1. CONTRACT U - CPFF	CONTRACT ID CODE U - CPFF	
2 A/	MENDMENT/MODIFICATION I	NO:	3. EFFECTIVE DATE	4. REQUISITION/PU SEE SCHED	REQ.NO.	5. PROJECT NO. (If applical		
6. IS	SUED BY AFRL/SNKD	CODE	FA8650	7. ADMINISTERED	BY (If othe	r then Item 6)	CC	DDE S0514A
AIR 231 WR STE	F/AFMC FORCE RESEARCH L DEIGHTH STREET, BU IGHT-PATTERSON AFF VEN L. EWERS (93 en.ewers@afrl.af.mil	JILDING 167	901	DCMA SAN DIE 7675 DAGGET SAN DIEGO CA	ST SUI	3/3/Ch@27/5/2		
B. N	AME AND ADDRESS OF CON	TRACTOR (No., s	treet, county, State and ZIP Coo	fo)	[(X)	9A. AMENDMENT C	F SOLICITA	TION NO
ONE	VINC. E RANCHO CARMEL I DIEGO CA 92128			NG DATE			. DATED (SEE (TEM 11)	
(858	3) 592-3314		100	21 2002		10A. MODIFICATION	N OF CONT	RACT/ORDER NO.
					X	F33615-97	7-D-1045	0004
						10B. DATED (SEE IT	EM 13)	
COD	E 65409		FACILITY CODE			08 NOV 200	00	
		11. THIS	ITEM ONLY APPLIES TO	O AMENDMENTS	OF SOL	LICITATIONS		
			set forth in item 14. The hour and a fior to the hour and date specifie				is extended,	is not extended.
If by	white of this amendment you disolicition of this amendment accounting and this amendment ACCOUNTING AND APPROPRIES SEE SCHEDULE A. THIS CHANGE ORDE 10A. B. THE ABOVE NUMBER appropriation data, etc.	INATED FOR THE estire to change an int, and is received PRIATION DATA (II 13. THIS ITEM IT MODIF R IS ISSUED PUR RED CONTRACT/C I.) SET FORTH IN TAL AGREEMEN THE CONTRACT/C INTERPRETATION OF THE CONTRACT/C III INTERPRETATION OF THE	M APPLIES ONLY TO MI FIES THE CONTRACT/O SUANT TO: () THE CH DROER IS MODIFIED TO REFL ITEM 14, PURSUANT TO THE NT IS ENTERED INTO PUR	icitation and amendment TO THE HOUR AND E hange may be made by ate specified. ODIFICATION OF ORDER NO. AS DI HANGES SET FORTH I ECT THE ADMINISTR AUTHORITY OF FAR	CONTR ESCRIBE N ITEM 14 ATIVE CHA 43.103(b).	FAILURE OF YOU CIFIED MAY RESULT or letter, provided each CACTS/ORDERS ED IN ITEM 14. ARE MADE IN THE	UR ACKNO IN REJECT h telegram of	WLEDGMENT TO BE TION OF YOUR OFFER. I letter makes reference
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E.	IMPORTANT: Contra	Control of the Contro	is required to sign this docu					100
SUE CH/ CH/ PRO FIN.	BJECT: Incremental Fur ANGE IN CONTRACT V ANGE IN OBLIGATION: DJECT ENGINEER: Lyo ANCE OFFICE: DFAS-	nding ALUE: NONE \$30,000 (Incr dia Harris, AFF CO/WEST Ent and conditions of		Ext. 4186 and De Box 182381, Colu 9A or 10A, as heretof	nise Jac mbus, O ore change	obs, AFRL/SNR1 H 43218-2381(H d, remains unichange SIGNER (Type or p	W, 937/25 (Q0339) d and in full	5-4854, Ext. 4160
			AT ANY DEPO TO THE PERSON OF T	STEVEN Contracting		RS		West and the second
	CONTRACTOR/OFFEROR Signature of person authorized	f to sign)	15C, DATE SIGNED	BY (Signature	ATES OF Liven of Contract	1. Ewen	9	18C. DATE SIGNED

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.1.2 Created 18 Oct 2002 12:24 PM

30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Pursuant to the "Limitation of Funds" clause of the basic contract, the above numbered delivery order is hereby modified by increasing the amount obligated by \$30,000.00, thereby making a revised dollar amount obligated of \$1,326,125.00 which covers all contactual items through 30 Nov 02. The dollar amount and time specified are in accordance with the contractor's E-Mail dated 8 Oct 02, incorporated herein by reference. In addition, an administrative change is made to the above numbered delivery order to clarify MIPR number information for ACRN AK.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:
 - a. Section B, Supplies or Services, is revised as follows:

ITEM	SUPPLIES OR SERVICE	ES	Qty Purch Unit	Unit Price Total Item Amount
000111	CLIN Change Noun: ACRN: Descriptive Data: Modification 14 increase	Funding I AL \$30,000.00	+\$30,000,00	

b. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AK	ACRN Revision 57 23600 292 47GB 696999 H26140 59700 000000 667100 F67100 Total ACRN Amount: \$317,000.00 Funding breakdown: On CLIN 000110: +\$0.00 JON: 666A0200 Descriptive data: Administrative Change to Clarify MIPR Numbers JON: 666A0200 CCC: 6SRW00 MIPR #DD044853N2746S107 dtd 25 Mar 02 - \$167,000.00 (Order 0004, Modification 10) MIPR #DD044853N2746S12301 dtd 20 Aug 02 - \$90,000.00 (Order 0004, Modification 12) Reference: Complete	+\$0.00

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AL	ACRN Revision 57 23600 292 3621 674515 000000 00000 27325F 503000 F03000 New ACRN Amount: \$85,000.00 Funding breakdown: On CLIN 000111: +\$30,000.00 PR/MIPR: GWSSN037200007 \$30,000.00 Descriptive data: JON: 666A0200 CCC: 65RW00	+\$30,000.00
8)	MIPR #NFY76210290752 dtd 16 Apr 02 - \$55,000.00 (Order 0004, Modification 10) MIPR #NFY7621029075201 dtd 2 Oct 02 - \$30,000.00 (Order 0004, Modification 14 Reference: Complete)

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below: Exhaust the funds in each ACRN before using funds from the next listed ACRN.

SUBCLIN NO	ACRN	TOTAL OBLIGATED
000101	AA	\$10,000.00
0002AA	AB	\$30,000.00
000102	AC	\$20,000.00
000103	AD	\$30,000.00
000104	AE	\$22,000.00
000105	AF	\$165,000.00
000106	AG	\$170,000.00
000107	AF	\$70,000.00
000108	AH	\$4,282.00
000109	AJ	\$392,843.00
000110	AK	\$317,000.00
000111	AL	\$85,000.00
0002AB	AM	\$10,000.00
Total Obligated		\$1,326,125.00

3. Except as noted above, All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRACT		1. CONTRACT ID CODE PAGE OF PAGE U - CPFF 1 of 3			
AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE	4. REQUISITION/PUR SEE SCHEDUI		REQ.NO.	5. PROJE	ECT NO.	(If applicable)
6. ISSUED BY AFRUSNKD CODE	FA8650	7. ADMINISTERED BY	(If oth	er than Item 6)	C	ODE	S0514A
USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-78 COURTNEY L. MCLANE 937-255-285- courtney.mclane@wpafb.af.mil	801 1	DCMA SAN DIEG 7675 DAGGET ST SAN DIEGO CA	o r su	ITE 200		- L	303148
5. NAME AND ADDRESS OF CONTRACTOR (No., a	freet, county. State and ZIP Co.	i an	(X) T	9A. AMENDMENT	OF BOULDITA	Time	
TRW INC.		NG DATE	100	SA. AMENDMENT	OF SOLIGITA	TION N	D.
ONE RANCHO CARMEL	moiti	ING DAIL	-	OF DATED OFF	FF14440		
SAN DIEGO CA 92128				98. DATED (SEE IT	EM 11)		
(858) 592-3314	SEP	20 2002	-	10A. MODIFICATIO	N 05 00 V	D. C. O. T. C.	
		*(E)=5333	v				KDER NO.
			X	10B. DATED (SEE /	7-D-1045	0004	
CODE 65409	FACILITY CODE				A. Taranta and A. Tar		
11 THIS	ITEM ONLY APPLIES TO	O AMENDMENTS C	E SO	08 NOV 20	100		
The above numbered solicitation is amended as si				LIGHTHONS	is extended.		is not extended.
Offers must acknowledge receipt of this amendment pr (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (II SEE SCHEDULE	copies of the amendmen includes a reference to the sol RECEIPT OF OFFERS PRIOR offer already submitted, such ol prior to the opening hour and di required)	t; (b) By asknowledging re- licitation and amendment in TO THE HOUR AND DAT hange may be made by to ate specified.	eceipt of numbers FE SPE legram	this amendment on a FAILURE OF YOU CIFIED MAY RESULT or letter, provided ear	each copy of OUR ACKNO T IN REJECT ch telegram o	the offer	MENT TO BE
13. THIS ITEM IT MODIF	M APPLIES ONLY TO M TIES THE CONTRACT/C	ODIFICATION OF C ORDER NO. AS DES	CRIB	RACTS/ORDERS ED IN ITEM 14.	S,		
THIS CHANGE ORDER IS ISSUED PUR: 10A.	Secretary Management	LANGES SET FORTH IN I					
B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN-	TEM 14, PURSUANT TO THE	AUTHORITY OF FAR 43.	.103(b).		inges in payir	ng office.	
C. THIS SUPPLEMENTAL AGREEMEN		RSUANT TO AUTHORI	TY OF				
D. OTHER (Specify type of modification Limitation of Funds Clause	and authority)						
E. IMPORTANT: Contractor S is not.	is required to sign this docu	ment and return	copies	to the issuing office,			F
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: Incremental Funding CHANGE IN CONTRACT VALUE: NONE CHANGE IN OBLIGATION: \$60,000.00 (In PROJECT ENGINEER: Lydia Harris, AFR FINANCE OFFICE: DFAS-CO/WEST Entitlements)	ncrease) L/SNRW, 937-255-2766 tlement Operations, PO	Ext. 4186 & Denice Box 182381, Columb	Jaco	bs, AFRL/SNRW DH 43218-2381 (V, 937-255 HQ0339)	-4854	
Except as provided herein, all terms and conditions of t	he document referenced in Item					lorce and	i effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		18AL NAME AND TI	TLE OF	SIGNER (Type or p	irint)		
		MICHAEL Contracting O	100 TO 100	AMER			
1SB. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C, DATE SIGNED	share of Caracteristics	1	Jemus .	18 Sign		ate signed

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.0.8 Created 18 Sep 2002 8:49 AM

30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Pursuant to the 'Limitation of Funds' clause of the contract, the above numbered contract is hereby modified by increasing the amount set forth in Section B by \$60,000.00, thereby making a revised amount obligated of \$1,296,125.00 which covers all contractual items through 15 December 2002. The dollar amount and time specified are in accordance with the contractor's email dated 17 September 2002, incorporated herein by reference.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:

a. Section B, Supplies or Services, is revised as follows:

ITEM	SUPPLIES OR SERVICE	ES	Qty Purch Unit	Unit Price Total Item Amount
000110	CLIN Change Noun: ACRN: Descriptive Data: Modification 12 increase Modification 13 increase		+\$60,000.00	

b. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AK	ACRN Change 57 23600 292 47GB 696999 H26140 59700 000000 667100 F67100 New ACRN Amount: \$317,000.00 Funding breakdown: On CLIN 000110: +\$60,000.00 PRIMIPR: GWSSN027201103 \$60,000.00 JON: 666A0200 Descriptive data: JON: 666A0200 CCC: 6SRW00 MIPR #DD044853N2746S107 dtd 25 Mar 02 MIPR #DD44853N2746S221 dtd 11 Sep02 Reference: Complete	+\$60,000.00

c. Payment Instructions:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

	AMOUNT	DOCUMENT	CLIN	ACRN
	\$10,000.00	BASIC	000101	AA
F33615-97-D-1045 000413				
PAGE 2 OF 3				

	AMENDMENT OF	SOLICITATI	ON/MODIFICATION	OF CONTRA	CT	1. CONTRAC		PAGE OF PAGES 1 of 4
12	MENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION SEE SCHE				CT NO. (If applicable)
2310 EK WRIGHT COURTS courtney	FMC RCE RESEARCH LAB GHTH STREET, BUILL T-PATTERSON AFB C NEY L. MCLANE 9: .mclane@wpafb.af.mil	DING 167 H 45433-780 37-255-2851		7. ADMINISTERS DCMA SAN D 7675 DAGGE SAN DIEGO	DIEGO TST SI	JITE 200	CC	DDE S0514A
B. NAME A	AND ADDRESS OF CONTRA	ACTOR (No., stre	el, county, State pad ZIP Co	(K) - 1	[(X)	9A. AMENDMENT	DE SOLICITA	TION NO
ONE RA	NCHO CARMEL GO CA 92128			9 2002		98. DATED (SEE	ITEM 11)	
(000) 00	2 0074		-		1	CHANGE DESCRIPTION OF THE PROPERTY OF		RACT/ORDER NO.
					X		97-D-1045 (0004
CODE	65409		FACILITY CODE		- 12	10B. DATED (SEE	Marie Marie	
		11, THIS IT	EM ONLY APPLIES T	O AMENDMEN	TS OF S	08 NOV 2	000	
If by virtue to the solici	THIS CHANGE ORDER IS 10A. THE ABOVE NUMBERED appropriation data, etc.) S THIS SUPPLEMENTAL OTHER (Specify type of	THIS ITEM IT MODIFIS ISSUED PURSU CONTRACTION AGREEMENT I modification is	APPLIES ONLY TO MES THE CONTRACT/O JANT TO: () THE CH DER IS MODIFIED TO REFL EM 14, PURSUANT TO THE IS ENTERED INTO PUR	ODIFICATION (ORDER NO. AS HANGES SET FORT ECT THE ADMINIS: E AUTHORITY OF FA	DESCRI TRATIVE C	ECIFIED MAY RESULT OF INTERPRETATION OF INTERPRETATION OF INTERM 14 14 ARE MADE IN THE HANGES (such as c)	LT IN REJECT sch telegram o	ORDER NO. ITEM
_			ulual Agreement of the	Parties				
	PORTANT: Contractor		is required to sign this docu	ment and return	copie:	s to the issuing office		
SUBJEC CHANGE CHANGE PROJEC FINANCE EXCEPT as p	RIPTION OF AMENDMENT T: Incremental Fundin E IN CONTRACT VALI E IN OBLIGATION: \$9 IT ENGINEER: Lydia E OFFICE: DFAS-CO/ provided herein, all terms and	g and Revise JE: NONE 90,000.00 (Inc Harris, AFRL) WEST Entitle	d Delivery Date crease) (SNRW, (937) 255-485 ment Operations, PO I	54 EXT 4168 Box 182381, Co n 9A or 10A, as here	lumbus, (DH 43218-2381 ged, remains unchan	ged and in full f	
15A. NAME	E AND TITLE OF SIGNER (7	ype or print)		MICHA	ND TITLE C AEL A. Ci ting Officer	F SIGNER (Type or RAMER	print)	
	TRACTOR/OFFEROR	(gn)	15C. DATE SIGNED	BMLA (Signatu	//	FAMERICA Letting Officer)	0982	Tenber 200

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.0.8 Created 04 Sep 2002 2:42 PM

30-105

ST ANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. Pursuant to the 'Limitation of Funds' clause of the contract, the above numbered contract is hereby modified by increasing the ampunt set forth in Section B by \$90,000.00, thereby making a revised amount obligated of \$1,236,125.00 which covers all contractual items through 08 November 2002. The dollar amount and time specified are in accordance with the contractor's email dated 03 September 2002, incorporated herein by reference. This modification also corrects the delivery dates for CLINS 0001 and 0002.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:

a. Section B, Supplies or Services, is revised as follows:

b. Section F - Deliveries or Performance is modified as follows:

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			30 Apr 2004
	Noun: ACRN: Descriptive Data: The scheduled delivery date for the be delivered in accordance with the this delivery order.	9 e approve	RCH AND I d final techn nt of Work (S	ical report is	30 April 200 11SEP00, At	4. All data shall tachment 1 to

0002AA

30 Apr 2004

Noun:

OTHER - NON-DEVELOPMENT ITEM (NDI)

HARDWARE (C-17)

U

ACRN:

Descriptive Data:

The scheduled delivery date for the approved final technical report is 30 April 2004. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11SEP00, Attachment 1 to this delivery order.

TRANS PRI	DATE
	30 Apr 2004
AL ITEM	(NDI)
.GNS	
report is	30 April 04.
of Work (SOW) dated
11	
1	AGNS report is of Work (

c. Section G - Contract Administration/Payment Data is revised as follows:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ad	counting Data	Obligation Amount
AK	ACRN Change 57 23600 292 47GB New ACRN Amount: Funding breakdown: PR/MIPR: JON: 666A0200 Descriptive data: JON: 666A0200 CCC: 6SRW00 MIPR #DD044853N2746S: Reference: Complete	\$257,000.00 On CLIN 000110: GWSSN027201043	0 000000 667100 F67100 +\$90,000.00 \$90,000.00	+\$90,000.00

d. Payment Instructions:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	CLIN	DOCUMENT	AMOUNT
AA	000101	BASIC	\$10,000.00
AB	0002	BASIC	\$30,000.00
		000411	-\$30,000.00
	0002AA	000411	\$30,000.00
AC	000102	000401	\$20,000.00
AD	000103	000402	\$30,000.00
AE	000104	000403	\$22,000.00
AF	000105	000403	\$165,000.00
	000107	000405	\$50,000.00
		000406	\$10,000.00
		000407	\$10,000.00
AG	000106	000404	\$170,000.00
AH	000108	000408	\$4,282.00
AJ	000109	000408	\$286,343.00
		000409	\$27,000.00
		000410	\$29,500.00
		000411	\$50,000.00
AK	000110	000410	\$167,000.00
		000412	\$90,000.00
AL	000111	000410	\$55,000.00
AM	0002AB	000411	\$10,000.00

Total Of All CLINS

\$1,236,125.00

3. Except as noted above, all terms and conditions of subject delivery order remain unchanged.

AMENDMENT OF S	OLICITA	TION/MODIFICATION	N OF CONTRACT 1. CONTRACT ID CODE PAGE U - CPFF 1			PAGE OF PAGES 1 of 5	
AMENDMENT/MODIFICATION NO. 11					REQUISITION/PURCHASE REQ.NO. SEE SCHEDULE SEE SCHEDULE		
6. ISSUED BY AFRLISNKD	CODE	FA8650	7. ADMINISTER	ED BY (If othe	r than flem 6)	C	ODE SD514A
USAF/AFMC AIR FORCE RESEARCH LABO 2310 EIGHTH STREET, BUILD WRIGHT-PATTERSON AFB O STEVEN L. WILLIS (937) 65 Steven.Willis@wpafb.af,mil	ING 167 H 45433-7 66-9837	801	DCMA SAN D 7675 DAGGE SAN DIEGO	DIEGO TST SUI	TE 200		300144
8. NAME AND ADDRESS OF CONTRA TRW INC.	CTOR (No., s	treet, county, State and ZIP Co	odel . T.C	[(X)]	9A. AMENDMENT	OF SOLICITA	ATION NO:
TRW INC.		MAILING	DAIL				2007/20070
ONE RANCHO CARMEL SAN DIEGO CA 92128					9B. DATED (SEE	TEM 11)	
(858) 592-3314		JUL 3	2002				
		OOL		- 1			RACT/ORDER NO.
				X	F33615-10B. DATED (SEE	97-D-1045	0004
CODE 65409		FACILITY CODE		-	08 NOV 2		
	11. THIS	ITEM ONLY APPLIES T	O AMENDMEN	TS OF SOI	ICITATIONS	300	
The above numbered solicitation is					LICHATIONS	is extended.	is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning							the offer WLEDGMENT TO BE TION OF YOUR OFFER. or letter makes reference
E. IMPORTANT: Contractor	MODIEICATIV	is required to sign this docs	ument and return	copies t	o the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: CONTRACT LINE ITEM RESTRUCTURE AND INCREMENTAL FUNDING CHANGE IN CONTRACT VALUE: NONE CHANGE IN OBLIGATION: \$60,000.00 PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNRW, (937) 255-4854 EXT 4168 FINANCE OFFICE: DFAS-COWEST ENTITLEMENT OPERATIONS, PO BOX 182381, COLUMBUS, OH 43218-2381 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) DAVID L. SHELLABARGER							
169 CONTRACTOR/OFFERDOR		I down the same	1000 1000	ing Officer			
1 Basilina W. Campa							29 Jul 02

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.0.7 Created 26 Jul 2002 2:22 PM

30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243

- 1. By Mutual Agreement of the Parties, the CLINs for the subject delivery order are restructured to decrease the Total Item Amount for CLIN 0001 and to increase the Total Item Amount for CLIN 0002, by adding SubCLINs. The purpose of this CLIN restructure is to capture the original intent of the parties when the delivery order was originally awarded. In addition, funding in the amount of \$60,000.00 is being added to the delivery order, thereby making a revised amount allotted of \$1,146,125.00, which covers all contractual items through 20 Sep 2002. The dollar amount and time specified are in accordance with contractor's email message dated 10 July 2002.
- 2. As a result of paragraph 1 above, the delivery order is revised as follows:
 - a. Section B, Supplies or Services, is revised as follows:
 - (1) CLIN 0001 is revised by decreasing the Total Item Amount by \$10,000.
- (2) CLIN 0002 is revised by changing the CLIN to an InfoCLIN and adding SubCLINs 0002AA and 0002AB as follows:

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount					
0001	CLIN Change		\$2,446,813.00					
		Lot	-\$10,000.00					
	Noun:	RESEARCH AND DATA						
	Total Quantity:	1						
	New Total Item Amount:	\$2,446,813.00						
	ACRN:	9						
	NSN:	N - Not Applicable						
	DD1423 is Exhibit:	A						
	Contract type:	U - COST PLUS FIXED FEE						
	Inspection:	DESTINATION						
	Acceptance:	DESTINATION						
	FOB:	DESTINATION						
	Descriptive Data:	223111111011						
	Conduct Research in accordance with Statement of Work (SOW) entitled, "Advanced Concepts							
	Exploration Program*, dated 1	1SEP00 included as Attachment 1 to this ct Data Requirements List (CDRL) of the t	Delivery Order. Data is required					
000109	CLIN Change							
CT-200-0	Noun:	Funding Info Only						
	ACRN:	AJ +\$50,000.00						
	7.0	7500,000.00						
0002	CLIN Change	-1						
			-\$30,000.00					
	Noun:	OTHER - NON-DEVELOPMENT I						
	NSN:	N - Not Applicable						
	Descriptive Data:	11 - 110t Applicable						
	Provide hardware in accordance with the Statement of Work (SOW) for Delivery Order #4, dated 11SEP00.							
	D. Section F - Deliveries	or Performance is modified as follow	ws:					

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount					
0002AA	CLIN Establish	1 Lot	\$30,000.00					
	Noun:	OTHER - NON-DEVELOPMENT I	\$30,000.00 TEM (NDI) HARDWARE (C-					
	ACRN:	17) AB						
	NSN:	N - Not Applicable						
	Contract type:	U - COST PLUS FIXED FEE						
	Inspection:	DESTINATION						
94	Acceptance:	DESTINATION						
	FOB:	DESTINATION						
	Descriptive Data:							
	Provide Non-development Item (NDI) hardware evaluations in accordance with the							
	Statement of Work (SOW)	for Delivery Order #4, dated 11 Se	ep 00.					
0002AB	CLIN Establish	1-	\$10,000.00					
		Lot	\$10,000.00					
	Noun:	OTHER - NON-DEVELOPMENTA EVALUATIONS - AGNS	L ITEM (NDI) HARDWARE					
	ACRN:	AM						
	NSN:	N - Not Applicable						
	Contract type:	U - COST PLUS FIXED FEE						
	Inspection:	DESTINATION						
	Acceptance:	DESTINATION						
	FOB:	DESTINATION						
	Descriptive Data:							
	prototype performance wit	are our next generation Antenna W h the Advanced Global Navigation e with the Statement of Work for D	Simulator (AGNS) prototype					
	b. Section F - Deliveries of	or Performance is revised as follows	s:					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1 -	U			11 May 2004
	Noun:	RESEA	RCH AND	DATA		

9

ACRN:

Descriptive Data:
The scheduled delivery date for the approved final technical report is 11 May 2004. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11SEP00, Attachment 1 to this delivery order.

SHIP MARK TRANS ITEM SUPPLIES SCHEDULE DATA TO FOR PRI DATE 0002AA 11 May 2004 Noun: OTHER - NON-DEVELOPMENT ITEM (NDI) HARDWARE (C-17) ACRN: AB Descriptive Data: The scheduled delivery date for the approved final technical report is 11 May 2004. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11SEP00, Attachment 1 to this delivery order.

0002AB

11 May 2004

Noun:

OTHER - NON-DEVELOPMENTAL ITEM (NDI) HARDWARE EVALUATIONS - AGNS

AM

ACRN:

Descriptive Data:

The scheduled delivery date for the approved final technical report is 11 May 04. All data shall be delivered in accordance with the Statement of Work (SOW) dated 11 Sep 00, Attachment 1 to this delivery order.

c. Section G - Contract Administration/Payment Data is revised as follows:

Obligation **ACRN** Appropriation/Lmt Subhead/Supplemental Accounting Data Amount AB ACRN Change \$30,000.00 57 03010 110 3620 11C17A 010100 00000 000000 503000 F03000 Total ACRN Amount: \$30,000.00 Funding breakdown: On CLIN 0002: -\$30,000.00 On CLIN 0002AA: +\$30,000.00 JON: 666A0200 Descriptive data: JON:666A0200 CCC:6SAR00 COMPLETE REF: DD Form 448 #NRYCF000072911, dated 15SEP00

F. Section J - List of Attachments and Exhibits is modified as follows:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AJ	ACRN Change 57 23600 292 47WL 63665A 6SRW00 00000 63203F 503000 F03000 New ACRN Amount: \$392,843.00 Funding breakdown: On CLIN 000109: +\$50,000.00 PR/MIPR: GWSSN027200906 \$50,000.00 Descriptive data: JON: 666A0200 CCC:6SRW00 Reference: COMPLETE	+\$50,000.00
AM	ACRN Establish 57 23010 112 ETLA 190000 060110 00000 35164F 503000 F03000 New ACRN Amount: \$10,000.00 Funding breakdown: On CLIN 0002AB: +\$10,000.00 PR/MIPR: GWSSN027200490 \$10,000.00 JON: 666A0200 Descriptive data: RCCC: 6SRW00 MIPR NR# N000CZ02730117 dtd 11 Mar 02 PR COMPLETE	\$10,000.00

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	\$10,000.00
AB	0002AA	\$30,000.00
AC	000101	\$20,000.00
AD	000103	\$30,000.00
AE	000104	\$22,000.00
AF	000105	\$175,000.00
AG	000106	\$170,000.00
AF	000107	\$ 60,000.00
AH	000108	\$ 4,282.00
AJ	000109	\$392,843.00
AK	000110	\$167,000.00
AL	000111	\$ 55,000.00
AM	0002AB	\$ 10,000.00
Total Oblig	ated	\$1,146,125.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR						CONTRACT 1. CONTRACT ID CODE PAGE U - CPFF			PAGE OF PAGES
10	DMENT/MODIFICATION NO.		3. EFFECTIVE	DATE				ECT NO. (If applicable)	
6 ISSUE	D BY AFRL/SNKD	CODE	FA86	650	7. ADMINISTERED		r than Item 6)	C	ODE S0514A
2310 EI WRIGH STEVE	FMC RCE RESEARCH LABO GHTH STREET, BUILDI T-PATTERSON AFB OF N L. WILLIS (937) 656 Willis@wpafb.af.mil	NG 167 145433-780	1		DCMA SAN DIEI 7675 DAGGET S SAN DIEGO CA	30 ST SUI	TE 200		305194
8. NAME	AND ADDRESS OF CONTRAC	TOR (No., stre	ef, county. Stat	e and ZIP Cod	(a)	I on I	DA ANTHIBACTOR		
TRW IN ONE RA SAN DI			MAILI	NG DAT	E		9A. AMENDMENT (9B. DATED (SEE IT	EM 11)	
()	274.44.00		APR	30 200	4		10A. MODIFICATIO		
						X	F33615-9 108. DATED (SEE)		0004
CODE	65409		FACILITY CO	DE			08 NOV 20		
		1. THIS IT	EM ONLY A	PPLIES TO	AMENDMENTS	OF SOL	ICITATIONS	00	
RECEIVED If by virtue to the solid 12. ACC	THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IT THE ABOVE NUMBERED CO	D FOR THE RE of change an off its received pri ON DATA (IF re IT MODIFIE SSUED PURSU EM 10A. ONTRACT/ORI	CEIPT OF OFF fer already subror to the openin quired) APPLIES OF ES THE CONTACT (Line)	FERS PRIOR MILES TO MAKE TO MA	TO THE HOUR AND DA lange may be made by the stellar specified. DDIFICATION OF RDER NO. AS DE	CONTR SCRIBE	ACTS/ORDERS ED IN ITEM 14.	JUR ACKNO'T IN REJECT th telegram o	WLEDGMENT TO BE TON OF YOUR OFFER. In letter makes reference
C	appropriation data, etc., oc.	- Constitute and a second	EM 14 FORGO	ANT TO THE	AUTHORITY OF FAR 4	3.103(b).		nges in payin	g office,
	See Landonne Greek			JINTO PUR	SUANT TO AUTHOR	TY OF:			
D.	10,000,000								
	PORTANT: Contractor								
SUBJECT OBLIGATION OF THE CONTRACT OF THE CONT	CRIPTION OF AMENDMENTAL FOR ATTON CHANGE: \$251 CT ENGINEER: LYDIA CE OFFICE: WEST EN ATTOCKED OFFICE: WEST EN ATTOCKED OFFICE: WEST EN ATTOCKED OFFICE OF SIGNER (7) ATTOCKED OF SIGNER	UNDING ,500 (INCE HARRIS, TITLEMEN address is: anditions of the	REASE) AFRL/SNR VT OPERAT David Shell	.W, (937) 2 FIONS, P (55-4854 X4168 DBOX 182381, Corpafb.af.mil 9A or 18A, as heretofor 16A. NAME AND DAVID L.	OLUME e changed TITLE OF SHELL	3US OH 43218-	2381 (C	ODE: HQ0339)
15B. CON	TRACTOR/OFFEROR		15C. DA	TE SIGNED	Contracting 168 ONITED STA		AMERICAL MI		16C. DATE SIGNED
(Sinne	ture of person authorized to sign	1			BYXANIA	0	The Elect	2	30 ggs 02
NSN 7540-	01-152-8070		30-105		Signature of	Contracti	- Harrison	NDARD FO	RM 30 (REV.10-83)
PREVIOUS	S EDITION LINUSABLE						Barri		CA

ConWrite Version 4.2.7 Created 30 Apr 2002 9:13 AM

Prescribed by GSA FAR (48 CFR) 53.243

- 1. The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$251,500.00, thereby making a revised amount allotted of \$1,086,125.00 which covers all contractual items through 16 SEP 2002. The dollar amount and time specified are in accordance with the contractors correspondence dated 26 APR 2002 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000109	CLIN Change Noun: ACRN:	Funding Info Only AJ	+\$29,500.00	
000110	CLIN Establish Noun: ACRN:	Funding Info Only AK	+\$167,000.00	
000111	CLIN Establish Noun: ACRN:	Funding Info Only AL	+\$55,000.00	

Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AJ	ACRN Change 57 23600 292 47WL 63665A 6SRW00 00000 63203F 503000 F03000 New ACRN Amount: \$342,843.00 Funding breakdown: On CLIN 000109: +\$29,500.00 PRIMIPR: GWSSN027200511 \$29,500.00 Descriptive data: JON: 666A0200 CCC:6SRW00 Reference: COMPLETE	+\$29,500.00
AK	ACRN Establish 57 23600 292 47GB 696999 H26140 59700 000000 667100 F67100 New ACRN Amount: \$167,000.00 Funding breakdown: On CLIN 000110: +\$167,000.00 PR/MIPR: GWSSN027200589 \$167,000.00 JON: 666A0200 Descriptive data: JON: 666A0200 CCC: 6SRW00 MIPR #DD044853N2746S107 dtd 25 Mar 02 Reference: Complete	\$167,000.00

	AMENDMENT/MODIFICATION NO	TO TO THE TOTAL OF	FICATION	OF COM				
	ISSUED BY AFRICAN	SOLICITATION/MODI	EDATE	- CONTRA	CT	1. CONT	RACT ID CODE	1 0405
	- NOSNKD	CODE		4. REQUISITIONS SEE SCHEI	URC	0-0	PFF	PAGE OF PAG 1 of 2
	USAF/AFMC	E A O	650	SEE SCHEL	DULE	THE REU.NO.	5. PROJE	ECT NO. (If applied
	AIR FORCE RESEARCH LAB	ORATORY		- WINISTERED	BY	other than Item 6)		
	WRIGHT DATTEST , DUIL	JING 187					CC	ODE S051
	/ STEVENT WILLIAM AFB O	H 45433-7804				EFT SUITE		
1	Steven.Willis@wpafb.af.mil	6-9837	1	SAN DIEGO CA	1 92	111-2241	2	
			1					
	8. NAME AND ADDRESS OF CONTRAC TRW INC. ONE RANCHO CARMEL SAN DIEGO CA 92120							
100	TRW INC	TOR (No., street, county or						
1	ONE RANCHO CARLE	MAII I	NICTIPES 84	-				
	SAN DIEGO CA 92128	manti	NG DAI		(X)	9A. AMENDMEN	I OF SOLUTION	
- 1	(858) 592-3314						. OF SULICITATE	ON NO.
- 1	302 3314	MAR	0 4 2002	4		98. DATED (SEE	TELLE	
		- AMIL	O I LUUL					
I F	CODE 65409				. 1	10A MODIFICATION F33615-0	381.05	
		FACILIE			X	F33615.0	OF CONTRAC	T/ORDER NO.
1	11	FACILITY CODE THIS ITEM ONLY APPL Moded as set forth in Item 14. The H modern prior to the h				10B. DATED (SEE)	7-D-1045 000	4
1.	The above numbered solicitation is are Offers must acknowledge receipt of this ame a) By completing items 8 and 15	MANUAL TIEN ONLY APPL	LIES TO A	MENDAGE	_	08 NOV 20	CEM 13)	
13	Offers must acknowledge receipt of this americal properties of the same of the	as set forth in Item 14. The h	our and date	CINDIVIENTS OF	SOL	ICITATIONS	00	
(2	C/ COmpletion to	to die Dollf and and		ANN OF CR	fire:			
51	and total	Tine	A second lift III	9 Sollcitation			is extended	1
	a) By completing Items 8 and 15, and return about the property of the property of the property of the solicitation and this amendment you desire to the solicitation and this amendment, and is a ACCOUNTING AND APPROPRIATION E SEE SCHEDULE	4-4-207					N REJECTION Of telegram or letter	MENT TO BE F YOUR OFFER Takes reference
1	13 THE	ITC:						
(X)	J IT M	ODIFIES THE CONTRAC PURSUANT TO: (Limitation	O MODIE	470				
X	A. THIS CHANGE OPPER IS	THE CONTRAC	T/ORDER	NO AS DE CON	TRAC	TS/OPDEDO		
-	B. THE ADDITIONAL PROPERTY OF THE ADDITIONAL PRO	PURSUANT TO: (I imitation		AS DESCRI	BED	IN ITEM 14		
	dependents / CONTRA	CTIONS		GUSEN THE PURNS				
200	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. ITEM 10 B. THE ABOVE NUMBERED CONTRA appropriation data, etc.) SET FOR: C. THIS SUPPLEMENTAL AGREE	H IN ITEM 14 PURGUED TO R	EFLECT THE	The Chapte	ES S	ET FORTH IN ITEM :	4 ARE MADE	
	SOPPLEMENTAL AGREE	MENT IS ENTERED	THE AUTHOR	TY OF FAR AS	ANGE	Store	WILL WALLE IN	THE
- 1	B. THE ABOVE NUMBERED CONTRU- appropriation data, etc.) SET FORT C. THIS SUPPLEMENTAL AGREE D. OTHER (Specify type of modifical	- O ENTERED INTO P	URSUANT	O ALITHOR	-	as changes	in paying office,	
	D. OTHER (Specify type of modified	stion and authority)		A VOLUCKITA OF				- 1
E.	II ID C	137	33					
-	IMPORTANT: Contractor .					-		
14. D	IMPORTANT: Contractor is no escription of AMENDMENTIMODIFICA ECT: INCREMENTAL FUNDIN ECT ENGINEER: LYDIA HARRINGE OFFICE: WEST ENTITLES	t is required to sign this 4-						
SUBJ	ECT: INCREMENTAL FUNDIN	TION (Organized by Dice	ownent and rot	lirn copies to	the			
ROJI	ECT INCREMENTAL FUNDIN ECT ENGINEER: LYDIA HARR NCE OFFICE: WEST ENTITLEM MBUS OH 43218-2381 (CODE	G Section	headings, inc	Uding solicitation	mie ra	suing office.		
INAN	NCE OFFICE TYDIA HARR	IS. AFRI JOVIN		viation/con	ract so	ibject matter where for	Patible 1	
OLU	MBUS OH 42212	MENT OPER (937)	255-4854 3	4160			-Viewe, J	
he Co	NCE OFFICE: WEST ENTITLES MBUS OH 43218-2381 (CODE Ontracting Officer's email address is provided herein, all terms and conditions of ME AND TITLE OF SIGNER (Type account)	: HO0330)	O BOX 18	7391			5	
roppt as	provided herein all torse	S: David Chan	+0.	201				
A. NAM	ME AND TITLE OF SIGNED	the document referen	vpafb.af.mi					
	Ontracting Officer's email address is provided herein, all terms and conditions of ME AND TITLE OF SIGNER (Type or point)	referenced in Item	- 10A 35	Décolo (-				
			16A. NA	ME AND TITLE OF SIG	emain	s unchanged and in t	ull force	
CON	TRACTORIOFFEROR		DA	VID I OU	SNER	(Type or print)	roice and effec	t
	TYMETEROR		Con	tracting Office	ARG	ER		
(Signat	ture of person and	15C. DATE SIGNED	168/ UNIT	ED STATES OF AVE	1	=9///		
7540-0	ture of person authorized to sign) 01-152-8070		av Kla	- ATESOF ANS	RICA	11	1.100	
VIOUS	EDITIO	30-105	I BY DOOR	rd -1 ./4	. 11	cheran	16C. DATE SI	SNED
180.00	Version 4.2.7	50-105	1000	ature of Contracting C	thicer)	- Till	28 721	12
Write V								
Write (sted 27	Feb 2002 10:32 AM					STANDARDE	OPM	
nWrite (ated 27	Feb 2002 10:32 AM						ORM 30 (REV.1	0-83)
nWrite (lated 27	Feb 2002 10:32 AM					STANDARD F	ORM 30 (REV.1	0-83)

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SCRIPTURE OF

1. The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$27,000, thereby making a revised amount allotted of \$834,625.00 which covers all contractual items through 08 MAR 2002. The dollar amount and time specified are in accordance with the contractors correspondence dated 26 FEB 2002 incorporated herein by reference.

As a result of paragraph 1 above, the contract is specifically modified as follows:

Section G - Contract Administration Data is modified as indicated below:

ACRN		43	malcated below;	
AJ	Appropriation/Lmt Su ACRN Change 57 23600 292 47WL New ACRN Amount: Funding breakdown: PRIMIPR: JON: 666A0200 Descriptive data: JON: 666A0200 CCC:6SRW00 Reference: COMPLETE	bhead/Supplemental A 63665A 6SRW00 000 \$313,343.00 On CLIN 000109: GWSSN027200320	000 63203F 503000 F03000	Obligation Amount +\$27,000.00
PAYMENT IN	STDIV			

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

Acon	UNIVERSE 1750**	out the best line
ACRN AA AB AC AD AE AF AG AF AH AJ TOTAL OBL	000101 0002 000102 000103 000104 000105 000106 000107 000108 000109	TOTAL OBLIGATED 10,000.00 30,000.00 20,000.00 30,000.00 22,000.00 175,000.00 170,000.00 60,000.00 4,282.00 313,343.00

- The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$290,625.00, thereby making a revised amount allotted of \$807,625.00 which covers all contractual items through 15 FEB 2002. The dollar amount and time specified are in accordance with the contractors correspondence dated 20 NOV 2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

ITEM	SUPPLIES OR SERV	/ICES	Qty Purch Unit	Unit Price Total Item Amount
000108	CLIN Establish Noun: ACRN: Descriptive Data: 000108 Section B: C	Funding Info Only AH LIN Establish	+\$4,282.00	
000109	CLIN Establish Noun: ACRN: Descriptive Data: 000109 Section B; C	Funding Info Only AJ LIN Establish	+\$286,343.00	

Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
АН	ACRN Establish 97 X4930 NH2C 000 77777 0 068936 2F 000000 5301MAMD3050 New ACRN Amount: \$4,282.00 Funding breakdown: On CLIN 000108: +\$4,282.00 PRIMIPR: GWSSN027200100 \$4,282.00 JON: 666A0200 Descriptive data: JON: 666A0200 CCC: 6SRW00 Reference: REFERENCE MIPR #N6053001MPMD305, AMD 1 DATED 26SEP01, AN 04 OCT 01.	\$4,282.00 ND AMD 2 DATED
AJ	ACRN AH: ACRN Establish ACRN Establish 57 23600 292 47WL 63665A 6SRW00 00000 63203F 503000 F03000 New ACRN Amount: \$286,343.00 Funding breakdown: On CLIN 000109: +\$286,343.00 PRIMIPR: GWSSN027200043 \$286,343.00 JON: 666A0200 Descriptive data: JON: 666A0200 CCC:6SRW00 Reference: COMPLETE ACRN AJ: ACRN Establish	\$286,343.00

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN AA AB AC AD AE AF AG AF	SUBCLIN NO. 000101 0002 000102 000103 000104 000105 000106 000107	TOTAL OBLIGATED 10,000.00 30,000.00 20,000.00 30,000.00 22,000.00 175,000.00
AH AJ	000107 000108 000109	60,000.00 4,282.00 286,343.00
TOTAL O	BLIGATED	807,625.00

AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRACT	1. CONTRACT U - CPFF	10.00	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. 07 6. ISSUED BY AFRUSNKO CODE	3. EFFECTIVE DATE 010CT02	4. REQUISITION/PURCHAS SEE SCHEDULE		5. PROJ	ECT NO. (If applicable)
6 ISSUED BY AFRUSNKD CODE USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7 STEVEN L. WILLIS (937) 656-9837 Steven.Willis@wpafb.af.mil		7. ADMINISTERED BY (If of DCMC SAN DIEGO 7675 DAGGET STREE SAN DIEGO CA 9211	ET SUITE 200	C	ODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., a	street, county, State and ZIP Coo	de) (X)	9A. AMENDMENT (OF SOLICITA	ATION NO
TRW INC. AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	MAILING [DATE	98. DATED (SEE II	EM 11)	
SAN DIEGO CA 92128 (619) 592-3641 SAN DIEGO, COUNTY	OCT 0 3	20011 ×	10A. MODIFICATIO F33615-9 10B. DATED (SEE)	7-D-1045	
CODE 65409	FACILITY CODE		08 NOV 20	10 M	
11. THIS The above numbered solicitation is amended as s	ITEM ONLY APPLIES T		DLICITATIONS		Water to the same
X A THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. ITEM 10A B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEME! D. OTHER (Specify type of modification	MAPPLIES ONLY TO M FIES THE CONTRACT/C SUANT TO: (Limitation of DRDER IS MODIFIED TO REFL ITEM 14, PURSUANT TO THE NT IS ENTERED INTO PUR In and authority)	olision and amendment numbe TO THE HOUR AND DATE SPI hange may be made by telegran ate specified. ODIFICATION OF CONT DRDER NO. AS DESCRII Funds Clause)) THE CH ECT THE ADMINISTRATIVE CI AUTHORITY OF FAR 43.103(b) SSUANT TO AUTHORITY O	rs. FAILURE OF YOUR CONTROL OF	OUR ACKNO FIN REJECT th telegram o	WLEDGMENT TO BE TION OF YOUR OFFER. or letter makes reference or letter makes reference.
E. IMPORTANT: Contractor is not, [
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLE/MODIFICATION COLUMBUS OH 43218-2381 (CODIT The Contracting Officer's email address Except as provided herein, all terms and conditions of the state o	G RIS, AFRL/SNAR, (937 MENT OPERATIONS, E: HQ0339) ss is: Bettie.Steely@w) 255-4854 X4168 P O BOX 182381 pafb.af.mil	jed, remains unchange IF SIGNER (Type or p ELY FAMERICA Litting Officer)	nd and in full (
PREVIOUS EDITION UNUSABLE ConWrite Version 4.1.4 Created 02 Oct 2001 7:55 AM	50-100		Pres	cribed by G (48 CFR) 5	SSA

- The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$10,000.00, thereby making a revised amount allotted of \$517,000.00 which covers all contractual items through 27AUG2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 01OCT2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Subl	nead/Supplemental Ac	counting Data	Obligation Amount
AF	New ACRN Amount: Funding breakdown: PR/MIPR: JON: 666A0200 Descriptive data: JON: 666A0200 CCC: 65AR00	\$235,000.00 On CLIN 000107: GWSSN017200725	+\$10,000.00 \$10,000.00 \$10,000.00	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00
AC	000102	20,000.00
AD	000103	30,000.00
AE	000104	22,000.00
AF	000105	175,000.00
AG	000106	170,000.00
AF	000107	60,000.00
TOTAL C	BLIGATED	517,000.00

AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRAC	т	1 CONTRACT U - CPFF		PAGE OF PAGES 1 of 2	
AMENOMENT/MODIFICATION NO. 06 ISSUED BY AFRL/SNKD CODE	01AUG30 SEE SCHED				5. PROJ	ECT NO. (//applicable)	
6. ISSUED BY AFRL/SNKD CODE USAF/AFMC	FA8650	7. ADMINISTERED		per than Item 6}	C	ODE S0514A	
AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-76 STEVEN L. WILLIS (937) 656-9837 Steven.Willis@wpafb.af.mil		DCMC SAN DII 7675 DAGGET SAN DIEGO C	STREE	T SUITE 200 1-2241			
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, county, State and ZIP Co.	de)	(X)	9A. AMENDMENT	OF SOLICITA	ATION NO.	
TRW INC. AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639 SAN DIEGO CA 92128		NG DATE		98 DATED (SEE /		2100-21000	
(619) 592-3641 SAN DIEGO, COUNTY	AUG	3 0 2001	X		7-D-1045	NTRACT/ORDER NO. 15 0004	
CODE 65409	FACILITY CODE			08 NOV 20	00		
The above numbered solicitation is amended as se	ITEM ONLY APPLIES TO			LICITATIONS			
If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received. 12. ACCOUNTING AND APPROPRIATION DATA (If SEE SCHEDULE 13. THIS ITEM IT MODIF IX A THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. ITEM 10A. 8. THE ABOVE NUMBERED CONTRACTION Appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMEN	required) MAPPLIES ONLY TO MI FIES THE CONTRACT/O SUANT TO: (Limitation of RDER IS MODIFIED TO REFLI ITEM 14, PURSUANT TO THE	ODIFICATION OF PURPLE AUTHORITY OF FAR	CONT ESCRIE THE CHA ATIVE CH 43,103(b)	RACTS/ORDERS BED IN ITEM 14. INGES SET FORTH I	S. NITEM 14 A	RE MADE IN THE	
D. OTHER (Specify type of modification	and authority)						
E. IMPORTANT: Contractor is not,							
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIFINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or point)	3 IS, AFRL/SNAR, (937) IENT OPERATIONS, I E: HQ0339) s is: Bettie.Steely@w) 255-4854 X416 P O BOX 18238 pafb.af.mil	58 1		d and in full i		
Section 11 to provide the section of		BETTIE Contracting	L. STEE	ELY	esting")		
15B. CONTRACTOR/OFFEROR	15C: DATE SIGNED	BY DIVITED ST	v. 0	. Lew	ly	SO AND OF	
(Signature of person authorized to sign) NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 4.1.4 Created 30 Aug 2001 9:02 AM	30-105	(Signature	of Contrac	Pres	NDARD FO cribed by G (48 CFR) 5	ORM 30 (REV. (G-83)	

- The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$10,000.00, thereby making a revised amount allotted of \$507,000.00 which covers all contractual items through 22 AUG 2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 14 AUG 2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Subhead/Supplemental Accoun	Obligation ing Data Amount
AF		0,000.00 0,000.00

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00
AC	000102	20,000.00
AD	000103	30,000.00
AE	000104	22,000.00
AF	000105	175,000.00
AG	000106	170,000.00
AF	000107	50,000.00
TOTAL C	BLIGATED	507 000 00

NOTE: The above revised recap corrects an error which was made under the payment instructions on the previous modification, 000405.

AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES 1 of 3
AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 01JUN21	REQUISITION/PUR See Section G			5. PROJE	ECT NO. (If applicable)
6. ISSUED BY AFRUSNED CODE USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-78 STEVEN L. WILLIS (937) 656-9837 Steven.Willis@wpafb.af.mil	FA8650	7. ADMINISTERED BY DCMC SAN DIEGO 7675 DAGGET ST SAN DIEGO CA	O REET	SUITE 200	Co	S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, county, State and ZIP Co	ide)	00	AL AMENDMENT	OF SOLICITA	ATION NO.
TRW INC. AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	MAILIN	IG DATE		98 DATED (SEE II	EM 11)	
SAN DIEGO CA 92128 (619) 592-3641 SAN DIEGO, COUNTY	JUN	2 1 2001	X		7-D-1045	NESE A
CODE 65409	FACILITY CODE 654	109		10B. DATED (SEE ITEM 13) 08 NOV 2000		
11. THIS	ITEM ONLY APPLIES T	O AMENDMENTS O	FSOL	ICITATIONS		
IT MODIF		IODIFICATION OF C	ONTR	ACTS/ORDER:	3,	
X A THIS CHANGE ORDER IS ISSUED PUR: CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN	SUANT TO: (Limitation of	f Funds Clause)) TH	E CHAN	GES SET FORTH I		
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PUR	RSUANT TO AUTHORIT	TY OF:		-	
D. OTHER (Specify type of modification	and authority)				-776	
E. IMPORTANT: Contractor is not.	is required to sign this docu	ument and return	topies to	the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address	N (Organized by UCF section IS, AFRL/SNAR, (937 IENT OPERATIONS, E: HQ0339) s is: Bettie.Steely@w	headings, including solicita 7) 255-4854 X4168 P O BOX 182381 vpafb.af.mil	tianIcon	tract subject matter		a l
Except as provided herein; all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document referenced in Iten					orce and effect.
TOR. NAME AND TITLE OF SIGNER (Type or pany		16AL NAME AND THE BETTIE L. S Contracting Of	STEEL		rint)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	NITED STATE	X.	Lach	+	20 Our 0/
(Signature of person authorized to sign) NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 4.0.7 Created 20 Jun 2001 8:43 AM	30-105	(Signature of C	ontracti	STA Pres	NDARD FO cribed by G (48 CFR) 5	ORM 30 (REV.10-83) SA

- 1. The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$50,000.00, thereby making a revised amount allotted of \$497,000.00 which covers all contractual items through 15 AUG 2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 14 MAY 2001 incorporated herein by reference. Note that the funds for this mod will be applied toward equipment and therefore the period of time covered by these funds is identical to the period of time covered by the funds in 000404.
- As a result of paragraph 1 above, the contract is specifically modified as follows:
 Section B Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000107	CLIN Establish Noun: ACRN:	Funding Info Only AF	+\$50,000.00	

b. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ac	counting Data	Obligation Amount
AF	ACRN Change 57 13600 291 47GB	696999 H26140 5970	0 000000 667100 F67100	+\$50,000.00
	New ACRN Amount:	\$215,000.00		
	Funding breakdown:	On CLIN 000107:	+\$50,000.00	
	PRIMIPR:	GWSSN017200725	\$50,000.00	
	JON: 666A0200			
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Reference: DD Form 448	#DD0448531N746S234 c	dated 07 MAY 2001	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00

AC	000102	20,000.00
AD	000103	30,000.00
AE	000104	22,000.00
AF	000105	165,000.00
AG	000106	170,000.00
AH	000107	50,000.00
TOTAL O	BLIGATED	497,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CON			1. CONTE	ACT ID CODE	PAGE OF PAGES 1 of 3
AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 01MAY16	REQUISITION/PURCE See Section G	HASE REQ.NO.	5. PROJE	ECT NO. (If applicable)
6. ISSUED BY AFRUSNKD CODE	FA8650	7. ADMINISTERED BY (f other than them 5)	C	DOE S0514A
USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-78 STEVEN L. WILLIS (937) 656-9837 Steven.Willis@wpafb.af.mil	301	DCMC SAN DIEGO 7675 DAGGET STR SAN DIEGO CA 92	REET SUITE 20		S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., st	treet, county, State and ZIP Coo) () () () () () () () () () (O I SA AMENDAS	ENT OF SOLICITA	TION NO
TRW INC.	7X		, and ranging	SAT OF GOLIGITA	TION NO.
AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	MAILING	DATE	9B. DATED (S	EE ITEM 11)	
SAN DIEGO CA 92128	11111		10A MODIFIC	ATION OF CONT	RACT/ORDER NO
(619) 592-3641 SAN DIEGO, COUNTY	MAY 1	5 2001		15-97-D-1045	
			108, DATED (S	SEE ITEM 13)	
CODE 65409	FACILITY CODE 654		08 NOV	/ 2000	
	ITEM ONLY APPLIES TO			S	
The above numbered solicitation is amended as so	et forth in item 14. The hour and	data specified for receipt of Off	ers	is extended,	is not extended.
Offers must acknowledge receipt of this amendment pr	ior to the hour and date specifie	ed in the solicitation or as am	ended by one of the	following methods	
(a) By completing Items 8 and 15, and returning	copies of the amendmen				
submitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (if See Section G.	INCLUDES A reference to the soil RECEIPT OF OFFERS PRIOR offer already submitted, such di prior to the opening hour and di	citation and amendment nur TO THE HOUR AND DATE tanget may be made by telec	nbers. FAILURE (F YOUR ACKNO	WLEDGMENT TO BE
13. THIS ITEM	APPLIES ONLY TO M	ODIFICATION OF CO	NTPACTSIOPO	EDG	
IT MODIF	IES THE CONTRACT/C	RDER NO. AS DESC	RIBED IN ITEM	14.	
X A THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. ITEM 10A.					
THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN	ITEM 14, PURSUANT TO THE	AUTHORITY OF FAR 43,10	3(b),	s changes in payin	g office,
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PUR	SUANT TO AUTHORITY	OF:		
D. OTHER (Specify type of modification	and authority)				
E. IMPORTANT: Contractor is not.	is required to sign this docu	ment and return co	pies to the issuing of	ice	
14. DESCRIPTION OF AMENDMENT/MODIFICATIO					w.1
SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRI FINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address	S IS, AFRL/SNAR, (937) IENT OPERATIONS, E: HQ0339) s is: Bettie.Steely@w) 255-4854 X4168 P O BOX 182381 pafb.af.mil			
Except as provided herein, all terms and conditions of the	ne document referenced in Item				orce and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		FETTIE L. S Contracting Office	TEELY	e or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	BOWLI C	DMENCA 1	u	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Co.	AND THE RESIDENCE AND ADDRESS OF THE PARTY O	1	15 May 01
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 4.0.7 Created 15 May 2001 8:37 AM	30-105			STANDARD FO Prescribed by G FAR (48 CFR) 5	

- The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$170,000.00, thereby making a revised amount allotted of \$447,000.00 which covers all contractual items through 15Aug2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 14May2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

a. Section B - Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000106	CLIN Establish Noun: ACRN:	Funding Info Only AG	+\$170,000.00	

b. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental A	ccounting Data	Obligation Amount
AG	ACRN Establish 57 13600 291 47WL	63666A 6SAR00 000	00 63253F 503000 F03000	\$170,000.00
	New ACRN Amount:	\$170,000.00		
	Funding breakdown:	On CLIN 000106:	+\$170,000.00	
	PRIMIPR:	GWSSN017200643	\$170,000.00	
	JON: 666A0200			
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Reference: Complete			

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00
AC	000102	20,000.00
AD	000103	30,000.00
AE	000104	22,000.00

F33615-97-D-1045 000404

AF	000105	165,000.00
AG	000106	170,000.00
TOTAL O	BLIGATED	447,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				T 1. CONTRACT ID CODE PAG		PAGE OF PAGES 1 of 3
2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION 03 01APR23 See Section 14 REQUISITION 03 01APR23 See Section 14 REQUISITION 03 01APR23 See Section 15 Representation 15 Representati				REQ.NO.	5_ PROJE	ECT NO. (If applicable)
6. ISSUED BY AFRL'SNKD CODE FA8650 7. ADMIN USAF/AFMC DCMC S AIR FORCE RESEARCH LABORATORY 7675 DA		7. ADMINISTERED DCMC SAN DIE 7675 DAGGET SAN DIEGO CA	GO STREET	SUITE 200	C	ODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., 8 TRW INC. AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639		NG DATE		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)		ITION NO.
SAN DIEGO CA 92128 (619) 592-3641 SAN DIEGO, COUNTY	APR :	2 4 2001	X		97-D-1045	RACT/ORDER NO. 0004
CODE 65409	FACILITY CODE 654			08 NOV 20	000	
11. THIS	ITEM ONLY APPLIES TO	O AMENDMENTS	OF SOL	CITATIONS		
X A THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. (TEM 10A	offer already submitted, such di prior to the opening hour and di frequired) M APPLIES ONLY TO MI FIES THE CONTRACT/O SUANT TO: (Limitation of	ODIFICATION OF RDER NO. AS DI	CONTR. ESCRIBE	ACTS/ORDER D IN ITEM 14.	S,	r letter makes reference
B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENTAL	ITEM 14, PURSUANT TO THE	AUTHORITY OF FAR	43.103(b)	IGES (such as ch	anges in paylr	ig office.
D. OTHER (Specify type of modification	and authority)					
E. IMPORTANT: Contractor is not.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address Except as provided herein, all terms and conditions of	G IS, AFRL/SNAR, (937) MENT OPERATIONS, E: HQ0339) IS IS: Bettie Steely@w) 255-4854 X416 P O BOX 18238 pafb.af.mil	68 1 re changed	remains unchang	ed and in full!	
15A. NAME AND TITLE OF SIGNER (Type or print)		BETTIE Spritzecting	L. STEEL		orint)	
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	153 UNITED ST	X	July		18C. DATE SIGNED
(Signature of person authorized to sign) NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 4.0.7 Created 24 Apr 2001 8:12 AM	30-105	(Signature o	r Contractii	STA Pres	ANDARD FO scribed by G R (48 CFR) 5	

- The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$187,000.00, thereby making a revised amount allotted of \$277,000.00 which covers all contractual items through 01 JUL 2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 23 APR 2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

a. Section B - Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000104	CLIN Establish Noun; ACRN:	Funding Info Only AE	+\$22,000.00	
000105	CLIN Establish Noun: ACRN:	Funding Info Only AF	+\$165,000.00	

b. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ac	counting Data	Obligation Amount
AE	ACRN Establish 97 X4930 NH3P 000	\$22,000.00		
	New ACRN Amount:	\$22,000.00		
	Funding breakdown:	On CLIN 000104:	+\$22,000.00	
	PRIMIPR:	GWSSN017200548	\$22,000.00	
	JON: 666A0200			
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Reference: DD Form 448	#N6600101MP00301_date	ed 26Feb2001	

ACRN	Appropriation/Lmt Sub	phead/Supplemental Accounting Data	Obligation Amount
AF	ACRN Establish 57 13600 291 47GB	696999 H26140 59700 000000 667100 F67100	\$165,000.00
	New ACRN Amount:	\$165,000.00	
	Funding breakdown:	On CLIN 000105: +\$165,000.00	
	PRIMIPR:	GWSSN017200589 \$165,000.00	
	JON: 666A0200		
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Reference: DD Form 448	#DD0448531N746S212 dated 30 MAR 2001	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00
AC	000102	20,000.00
AD	000103	30,000.00
AE	000104	22,000.00
AF	000105	165,000.00
TOTAL C	BLIGATED	277.000.00

	AMENDMENT OF SO	LICITAT	ION/MODIFICATION	OF CONTR	ACT	1. CONTRAC	T ID CODE	PAGE OF PAGES
02	NOMENT/MODIFICATION NO.		3. EFFECTIVE DATE 01FEB06	4. REQUISITION See Section 1	N/PURCHAS	E REQ.NO.	5. PROJE	ECT NO. (# applicable)
6. ISSU	ED BY AFRLISNKD	3000	FA8650	7. ADMINISTE	RED BY (If of	her than item 6)	C	DDE S0514A
AIR FO 2310 E WRIGI STEVE	AFMC ORCE RESEARCH LABOR EIGHTH STREET, BUILDIN HT-PATTERSON AFB OH 4 EN L. WILLIS (937) 656- Willis@wpafb.af.mil	G 167 45433-780	01	DCMC SAN	DIEGO ET STREE	T SUITE 200		303146
8. NAME	E AND ADDRESS OF CONTRACT	OR /No stre	sel crunty State and TIB Co.	(a)	1			
TRW			-ce overly, didio and 217 CDL	(a)	(X)	9A. AMENOMENT	OF SOLICITA	TION NO.
AVION ONE R	RANCHO CARMEL M/S RC	2/2639	MAILING	DATE		9B. DATED (SEE)	TEM 11)	
	IEGO CA 92128		08	2024		10A MODIFICATIO	ON OF CONTI	RACT/ORDER NO
(619) 5	92-3641 SAN DIEGO, COL	INTY	FEB 07	2001	X		7-D-1045	
					(40)	108 DATED (SEE		
CODE	65409		FACILITY CODE 6540			08 NOV 20		
	11	_ THIS IT	EM ONLY APPLIES TO	O AMENDMEN	NTS OF SC	LICITATIONS		
RECEIVE If by virtu to the sol	completing Items 8 and 15, and reti- d; or (c) By separate letter or telegi- ED AT THE PLACE DESIGNATED is e of this amendment you desire to a icitation and this amendment, and is COUNTING AND APPROPRIATION	FOR THE RE change an of stecaived pri	ECEIPT OF OFFERS PRIOR fer already submitted, such ch for to the opening hour and do	TO THE HOUR AN	Iment number	s. FAILURE OF Y	OUR ACKNO	WLEDGMENT TO BE
	ee Section G		APPLIES ONLY TO MO	DEICATION	OF CONT	0.1010.000.00		
	17	MODIFIE	ES THE CONTRACT/O	RDER NO. AS	DESCRIE	RACTS/URDER	5,	
X A.	CONTRACT ORDER NO. ITEM THE ABOVE NUMBERED CON appropriation date, etc.) SET F	TRACT/ORD	DER IS MODIFIED TO REFLE EM 14, PURSUANT TO THE	CT THE ADMINIS	TRATIVE CH	ANGES (such as che		
C	THIS SUPPLEMENTAL AG	REEMENT	IS ENTERED INTO PUR	SUANT TO AUT	HORITY OF			
D.	OTHER (Specify type of mo	dification a	nd authority)					
E. IN	MPORTANT: Contractor	is not,	is required to sign this docum	nent and return	copies	to the issuing office.		
SUBJE PROJE FINAN COLUI The Co Except as	SCRIPTION OF AMENDMENT/MOI ECT: INCREMENTAL FU ECT ENGINEER: LYDIA CE OFFICE: WEST EN MBUS OH 43218-2381 ontracting Officer's email provided herein, all terms and con- ME AND TITLE OF SIGNER (Type	INDING HARRIS TITLEME (CODE: address stions of the	s, AFRL/SNAR, (937) INT OPERATIONS, F HQ0339) is: Bettie.Steely@wj	255-4854 X- O BOX 182 pafb.af.mil 94 or 104, as her	4168 2381 etofore change		ed and in full fo	
100 20				Contra	TE L. STER			
	NTRACTOR/OFFEROR ature of person authorized to sign)		15C, DATE SIGNED	B 111	STATES OF	. July		6 Februari
	0-01-152-8070	-	30-105	Swyriat	ure of Contrac	str	NDARD FO	RM 30 (REV.10-83)
PREVIOU	IS EDITION UNUSABLE					Phes	cribed by G	SA (1(27.10-03)

ConWrite Version 4.0.1 Created 06 Feb 2001 9:32 AM

FAR (48 CFR) 53.243

- 1. The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$30,000.00, thereby making a revised amount allotted of \$90,000.00 which covers all contractual items through 30JUN2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 05FEB2001 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:

a. Section B - Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000103	CLIN Establish Noun: ACRN:	Funding Info Only AD	+\$30,000.00	

b. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ad	counting Data	Obligation Amount
AD	ACRN Establish 97 X4930 NH3P 000	77777 0 066001 2F 88	E0030 D01MP00182AA	\$30,000.00
	New ACRN Amount:	\$30,000.00		
	Funding breakdown:	On CLIN 000103:	+\$30,000.00	
	PRIMIPR:	GWSSN017200328	\$30,000.00	
	JON: 666A0200			
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Reference DD FORM 448	#N6600101MP00182, dati	ed 16JAN01.	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN AA AB AC	SUBCLIN NO. 000101 0002 000102	TOTAL OBLIGATED 10,000.00 30,000.00 20,000.00
AD	000103	30,000.00
TOTAL C	BLIGATED	90,000.00

^{3.} Except as noted above, all terms and conditions of subject remain the same.

AMENDMENT OF SOLICITA	TION/MODIFICATION	N OF CONTRACT	1. CONTRAC U - CPF		PAGE OF PAGE	GES
AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 01JAN19	REQUISITION/PURCH See Section G	ASE REQ NO.	5. PROJ	ECT NO. (If applic	able)
6. ISSUED BY AFRLISNED CODE	FA8650	7. ADMINISTERED BY (II	other than from El			
USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7 STEVEN L. WILLIS (937) 656-9837 Steve.Willis@wpafb.af.mil		DCMC SAN DIEGO 7675 DAGGET STR SAN DIEGO CA 92	EFT SUITE 200		ODE S051	14A
8. NAME AND ADDRESS OF CONTRACTOR (No.,	other course. Process of the co		- Market Barrier			
TRW INC.	week county, State and ZIP Co.	oe) (X)	9A. AMENDMENT	OF SOLICITA	ATION NO.	
AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	MAILIN	G DATE	98. DATED (SEE)	TEM 11)		
SAN DIEGO CA 92128	IAM 1	9 2001	100 4000000			
(619) 592-3641 SAN DIEGO, COUNTY	UAN 1	9 2001 X	10A. MODIFICATION	97-D-1045		L
See DD254 for Cleared Address		^	10B. DATED (SEE		0004	
CODE 65409	FACILITY CODE 654		08 MOV 20			
11. THIS The above numbered solicitation is amended as a	ITEM ONLY APPLIES TO	O AMENDMENTS OF S	SOLICITATIONS	000		
RECEIVED AT THE PLACE DESIGNATED FOR THE If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (A See Section G 13. THIS ITEM IT MODIF	prior to the opening hour and d	one specified.	TRACTS/OPDED	ch leiegram o	r letter makes refer	resce
(A)		The state of the s	and the same of th			_
X A THIS CHANGE ORDER IS ISSUED PUR. CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN	RDER IS MODIFIED TO REFLI ITEM 14, PURSUANT TO THE	ECT THE ADMINISTRATIVE AUTHORITY OF FAR 43,103	CHANGES (such as ch.	IN ITEM 14 AF	RE MADE IN THE	
C. THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PUR	SUANT TO AUTHORITY	OF:			
D. OTHER (Specify type of modification	and authority)					
E. IMPORTANT: Contractor is not.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address except as provided herein, all terms and conditions of the state of the contraction of the contract	3 IS, AFRL/SNAR, (937) IENT OPERATIONS, I E: HQ0339) s is: Bettie.Steely@w) 255-4854 X4168 P O BOX 182381 pafb.af.mil	nged, remains unchang OF SIGNER (Type or) EELY	ed and in full f		ien
(Signature of person authorized to sign)		B Signature of Cont	J. Live	ly	19 Jan	01
NSN 7540-01-152-8070	30-105	3 300	STA		RM 30 (REV. 10-	-83)
PREVIOUS EDITION UNUSABLE			Pres	scribed by G	SA	2000

ConWrite Version 4.0.0 Created 19 Jan 2001 8:37 AM

FAR (48 CFR) 53.243

- 1. The above numbered contract is hereby modified by increasing the amount set forth in Section B by \$20,000.00, thereby making a revised amount allotted of \$60,000.00 which covers all contractual items through 30APR2001. The dollar amount and time specified are in accordance with the contractors correspondence dated 12JAN2001 incorporated herein by reference.
- As a result of paragraph 1 above, the contract is specifically modified as follows:
 Section B Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SERV	'ICES	Qty Purch Unit	Unit Price Total Item Amount
000102	CLIN Establish Noun: ACRN: Descriptive Data: Funding Info Only	Funding Info Only AC	+\$20,000.00	

b. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ac	counting Data	Obligation Amount
AC	ACRN Establish 97 X4930 NH3P 000	77777 0 2F 8E0030 D	01MP00128AA 066001	\$20,000.00
	New ACRN Amount:	\$20,000.00		
	Funding breakdown:	On CLIN 000102:	+\$20,000.00	
	PR/MIPR:	GWSSN017200238	\$20,000.00	
	JON: 666A0200			
	Descriptive data: CCC: 6SAR00 Reference: DD Form 448	#N6600101MP00128, date	d 13DEC00.	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	10,000.00
AB	0002	30,000.00
AC	000102	20,000.00
TOTAL C	BLIGATED	60,000.00

AMENDMENT OF	SOLICITATIO	N/MODIF	ICATION	OF CONTRACT		1.		
PROC INSTRUMENT ID NO. (PIN)	3. SPIN	4. EFFECTIVE		REQUISITION/PURCHASE REQUES PROJECT NO.	51	PAGE 6. 8DC/DM:	1oF	2
F33615-97-D-1045	000301	MAII	DATE	PAGECING			5.19.11 9.19	
USAF/AFMC AFRL/SNKD BLDG 7 2530 C ST WRIGHT-PATTERSON AFB NEGOTIATOR: STEVEN L PHONE: (937) 255-5252		TOTAL TO	DCMC 34 C P.O.	SANTA ANA IVIC CENTER PLAZ BOX C-12700 A ANA CA 92712-		C00	S051	3A
CONTRACTOR NAME AND ADDRESS I'RW INC	^{coo∉} 6540	× -	FACILITY	ODE IF '9' FOR MULTIPLE FACULTIES	10. SECURIT	1	U	
MILITARY ELECTRONICS ONE RANCHO CARMEL SAN DIEGO, CA 92198-3 PHONE: (619) 592-3641	3499		MA	ILING DATE	11. 0iscour 1 51	NT FOR PROM	DAYS	NET
SEE SECTION G FOR PAY			ال	IN 22 1998	ND 3 RD	% % SE OFFICE PO	DAYS DAYS	SE
OFFER If by virtue of this attendment you desire in received prior to the opening hour and dalls specified. This block applies only to modifications. This change is issued pursuant to the changes set forth herein are middle the changes are middle to the changes are the control of the changes are the changes	change an offer already submitted. OF CONTRACTS DE TO THE ASOVE NUMBER OWNED TO REFLECT THE AD ERED INTO PURSUANT TO	RED CONTRACTION	may be made by i	and the second property and the second secon	WID DATE SPECIFE	D MAY RESU	LT IN REJECT)	net ON OF 1 hending
THIS MODIFICATION IS ISSUED PURSUANT CONTRACT ADMINISTRATION BATA KIND B. MOD ABST C. DATE: OF MOD RECIPIENT ADP PT MODIFIE ENTER ANY APPLICABLE CHANGES	OF SIGNATURE D.	CHANGE IN CONTR INCREASE (*) DE	RACT AWOUNT CREASE (-)	E. LOSING PO/CAO ON TRANSFER \$0513A \$05	ON TRANSFER	O G SV	CIAGENCY	
REMARKS (Except as provided haron, all hams and a SUBJECT: ADMINISTRAT PROJECT ENGINEER: LY FINANCE OFFICE: WEST	conditions of the contract, as to IVE CHANGE: DIA HARRIS,	CRIT MATORIC CONTR AFRL/SN	ACT ADN	and in the force and affect) AINISTRATION OFF: 37) 255-4854	(t) CLAS	SECURITY (2) DAT OF I	DD 254	
COLUMBUS OH 43218-2 X CONTRACTOR/OFFEROR IS NOT REQUITED TO SIGN THIS DOCUMENT	381 (CODE:	HQ0339)		SURED TO SIGN THIS DOCUMENT AND	RETURN			u
CONTRACTOR/OFFEROR (Signature of person auth	ortend to sign)		1 17	ED STATES OF AMERICA (Signature or s	O CONCERN	MIL		
NAME AND TITLE OF SIGNER (Type or post)		21. DATE SIGNED	22 NAM	FOF CONTRACTING OFFICER (T) PP OF ETTIE L, STEELY	penty		24. DATE SK	

A. The contract is hereby amended to change the contract administration office to the following:

Code: S0514A

DCMC San Diego

7675 Dagget St., Suite 200 San Diego CA 92111-2241

B. Except as noted above all terms and conditions of the contract remain unchanged.

	ORDER FOR SI	IPPI IES	OR SERVIC	250		1.	
2 EDGC NICKELLING IN						PAGE 1	OF 4
2 FROC INSTRUMENT ID NO. (PI F33615-97-D-1045 Mark all packages and papers v	NO.	7 MAY	V 1959	5. REQUISITION / PUR PROJECT NO. GWLAA9872		UND	
USAF/AFMC AFRL/SNKD BLDG 7 2530 C ST WRIGHT-PATTERSON NEGOTIATOR: MARK PHONE: (937) 255-5	J. NEHLS		34 CI	SANTA ANA VIC CENTER P SOX C-12700 ANA CA 927		CODI	2/DMS REG 1 RAT
CONTRACTOR NAME AND ADDRESS TRW INC, AVIONICS MILITARY ELECTRON ONE RANCHO CARMEL SAN DIEGO, CA 921 PHONE: (619) 592-	ICS AND AVION	CE GROUP	GO MAIL	IF 9° FOR MULTIPLE FACILITIES SEE SECT 16°		% DA	NET NET OTHER VS F W SEE SECT
2A. PURCHASE OFFICE POINT OF	CONTACT	THE		WILL BE MADE BY	CODE HC	00339	IF '9' SEE SECT "
TYPE 15. SECURITY A CIAS CONTRACT ADMINISTRATION DATA FAST B. CONTRACT C. ABSTR. PAY (1) KIND (2) TYPE AD	2. DATE OF DE 98FEB2	E. CONT 1	P O BO	NTITLEMENT C X 182381 US OH 43218			
2 S APPROPRIATION AND ACCOUNTING DAT LITY B. ACRN C. APPROPRIATI	P PONT PROVISIONS A D. LIMIT	FUNC EMT				1,185,7	06.00
PURCHASE Reference your	AMOUNT H. I CONTRACT NO. Set is subject to instructions co d contract, or non-DOD Contra	NON-CLINE LIN PR PROV Intained on this si ct No.	ide of form only an	C AGENCY USE	n 1155- (EXCEPT CLAU	ISE 13 APPLIES ON	LY IF THIS BOX
a specified in the schedule if within the U.S., If checked, Additional General Provisions at usuality accepted by the Government	In possessione or Paerto Rico; if on poly, supplier local sign "Acceptance	on 00 Form 1155A	(a)(d), and priors	copies.			10 USC 2364(a)()
in as quantity ordered, indicated by X Terent enter actual quantity accepted in quantity order and encircle.	mark X LULO	STEELY	/ /		28.	TOTAL DIFFERENCES	
QUANTITY ORDERED HAS BEEN	COEDTED AND CONCORNA	1.0 - / 0.0 - 0.0	SHIP NO. V	27. D.O. VOUCHER NO		INITIALS	
	CCEPTED, AND CONFORMS CONTRACT EXCEPT AS STA	TED	PARTIAL	31. PAID BY	32_	Amount Verifie	d Correct For
	OFFI GOVERNMENT REDRICENT	ATIVE 30 P	AYMENT		33.	CHECK NUMBE	R
DATE AND SIGNATURE OF AUTHORS I CERTIFY THIS AMOUNT IS CORR	Catalog tiple in the Control of the	YMENT D	COMPLETE				
I CERTIFY THIS AMOUNT IS CORR	Catalog tiple in the Control of the		COMPLETE PARTIAL FINAL		34.	BILL OF LADING	3 NO.

F33615-97-D~1045 0003 Page 2

A. Pursuant to Section B, paragraph 2 of the basic contract, the amount established for Delivery Order 0003 is \$1,185,706.00. The Basic contract is hereby amended to reflect the incorporation of Global Positioning System Modeling and Simulation Statement of Work, Attachment 1, dated 13 Feb 98.

Contract cost: \$1,121,464.00 Contract fee: \$ 64,242.00 Total CPFF: \$1,185,706.00

- B. The amount allotted is \$1,185,706.00 which covers all contractual items under Delivery Order 0003 through Completion. This amount is in accordance with Contractor letter dated 98MAY07 incorporated herein by reference.
- C. Section B Supplies or Services is modified as follows:

 Item No
 Quantity
 Pur Unit
 Unit Price
 Total Price

 0001
 1
 LO
 \$ 1,185,706.00
 \$ 1,185,706.00

Noun: RESEARCH AND DATA

ACRN: 9 Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: GWLAA987201693 Proj Mgr: LYDIA HARRIS Contract Type : U

Descriptive Data:

Conduct research in accordance with the Statement of Work entitled Global Positioning System Modeling and Simulation Statement of Work, Attachment 1 to this delivery order.

Item No Quantity Pur Unit Unit Price Total Price \$

Noun: AA FUNDING 1,181,706.00

ACRN: AA Sec Clas: NSN:
Site Codes PQA: ACP: FOB:
PR No: GWLAA987201693 Proj Mgr:
Contract Type:

Item No Quantity Pur Unit Unit Price Total Price

10 \$ NSP \$ NSP

Noun: SOFTWARE AND MANUALS

ACRN: AA Sec Clas: U NSN: N
Site Codes PQA: D ACP: D FOB: D
PR No: GWLAA987201693 Proj Mgr:

Descriptive Date:

Deliver software and manuals in accordance with Global Positioning System Modeling and Simulation Statement of Work, Attachment 1.

Contract Type :

D. Section F - Deliveries or Performance is modified as follows:

CLIN ACRN Sec Clas Ship To Mark For U Delivery Date A. SMARO 1

Descriptive Data:

The scheduled delivery date for the approved final technical report is 8 MARO. All data shall be delivered in accordance with the attached Statement of Work.

CLIN ACRN Sec Clas Ship To Wark For U Delivery Date

A. BMARO 1

B. C. D. E.

Descriptive Data:

Deliver software and manuals in accordance with Global Positioning System Modeling and Simulation Statement of Work, Attachment 1.

E. Section G - Contract Administration Data is modified as follows:

ACRN Clas Supplemental Accounting Classification Amount

ACOUNT

Appropriation/Lmt Subhead/CPN Recip DODAAD Obligation Amount

UNCLAS 5783600 F03000 \$ 1,185,706.00 298 4730 673028 012340 00000 35164F 672300

pr/mipr data: GWLAA987201693

Descriptive Data

JON: 666A0200 CCC: 656340

REFERENCE AF FM 616 #HO 0000G873018 9 dtd 17 Dec 97

Complete

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the delivery order and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN SUBCLIN NO. TOTAL OBLIGATED

AA 000101 \$1,185,706.00

F. Pursuant to FAR 52.204-2, Security Requirements, DD Form 254 dated 20 Feb 98, is hereby incorporated as Attachment 2 hereto.

STATEMENT OF WORK FOR DELIVERY ORDER # 03

GLOBAL POSITIONING SYSTEM (GPS) MODELING & SIMULATION (GMAS)

1.0 OBJECTIVE

The objective of this effort is to refine Navwar requirements through an iterative process involving studies of top level system architectures, which could be developed in 1998-2000 and implemented in the 2001-2007 time frame. In addition, evaluations of the emerging GPS III Architecture Upgrade Program will identify and refine critical technologies and develop requirements for GPS through the year 2030.

2.0 REQUIREMENTS

The contractor shall plan, manage, and accomplish the tasks set forth below:

- 2.1 Contractor shall conduct trade studies and risk assessments, identify critical technologies, and assess Protection and Prevention architectural concepts compliant with requirements and employment plans.
- 2.2 Contractor shall provide support in the areas of threat assessments, scenario development, CONOPS development, selection of measures of merit, engagement, mission and campaign analysis, and cost analysis. Tasks shall include, but not be limited to: interfacing with the tri-service communities to insure accurate replication of User Equipment (UE) performance; and reviewing documentation provided by the Navwar Technical Assessment Panel to ensure the accurate characterization of alternative technical approaches to the Navwar problem.
- 2.3 Contractor shall define and quantify the key system performance parameters that significantly impact operational capability. Analyses shall be conducted to determine the design trade space and establish the sensitivity of the critical performance parameters to the analytic assumptions, so that a robust solution is obtained.
- 2.4 Contractor shall update and modify software tools, as required, throughout the duration of the program. Contractor shall test and deliver the GPS Interference and Navigation Tool (GIANT), Graphical User Interfaces (GUIs), and associated data bases and documentation. A plan shall be developed to integrate Navwar GPS jamming analysis tools with appropriate combat models to create a legacy operational analysis environment. Hardware and software approaches shall be evaluated to ensure continuous quality improvements in the Navwar modeling and simulation environment.

- 2.5 Contractor shall provide a list of any materials or hardware required to fulfill the terms of this DO.
- 2.6 Contractor shall conduct a technology demonstration of the GPS Interference and Navigation Tool. Technical Interchange Meetings (TIMs) and reviews shall be conducted at regular intervals.

3.0 DATA/DELIVERABLES

Deliverables for this effort shall consist of the following data items, as a minimum: presentation materials, conference agenda and minutes, status and financial reports, users' manuals, and a final report. Contractor may propose additional data requirements that are required to manage the effort. The delivery of GIANT, along with specific associated software and documentation, will be required. The DIDs for the Basic Contract (CDRLS A001 through A011) are acceptable for this DO.

4.0 SECURITY REQUIREMENTS

It is anticipated that this effort will generate and require access to classified information up to the TOP SECRET level. A modified DD254 is attached.

5.0 GOVERNMENT FURNISHED PROPERTY

No Government furnished property is anticipated for this delivery order.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED

		Name of the Park Control of the Park		TOP SECRET				
	(The requirements of to all sec	the DoD Industrial S unity aspects of th	Security Manual apply is effort)		SECRET	ING REQUIRED	1 14	
2. TH	IS SPECIFICATION IS FOR: (X and co	mplete as applicable)		3. TH	IS SPECIFICATION IS: 02 pc	of complete to transferrable		
×	* PRIME CONTRACT NUMBER F33615-97-D-1045	Exp Date:	11 Nov 02		a. ORIGINAL (Complete date in		0ate (тамира) 97-10-17	
	6. SUBCONTRACT NUMBER			×	b. REVISED (Supersedes all previous specs)	Revision No.	Date (270000000) 98 01 09	
	e SOLICITATION OR OTHER NUMBER		DUE Date (YYMMOD)		c. FINAL (Complete Item 5 in all	Date (IYMMDD)		
Classif 5. IS In resp	THIS A FOLLOW-ON CONTRACT? THIS A FINAL DD FORM 254? THIS A FINAL DD FORM 254?		YES X 9	NO. If Yes, comple	(Proceeding Contract Number)	is transferred to this follow-on cond d for the period of	tract	
6. CO	TTRACTOR (Include Commercial and Gov	eroment Entity (CAG)	5) Code)					
a. NAI	IE, ADDRESS, AND ZIP CODE			b. CASE CODE	c. COGNIZANT SECUR	ITY OFFICE Manue, Address, and Zip	Code/	
P.O.	V AVIONICS & SURVE Box 289000 Diego CA 92128-9000	LLANCE G	ROUP	65409	3605 Long Be	of Industrial Security each Blvd. CA 90807-4013		

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3.	NA	ME,	ADO	RESS,	AND	ZIP	CODE

NA

NA

b. CAGE CODE

NA

c. COGNIZANT SECURITY OFFICE Mame, Address, and Zip Codel

8. ACTUAL PERFORMANCE

a. LUCATION
TRW AVIONICS & SURVEILLANCE GROUP
4021 Executive Drive

Beavercreek OH 45430

h. CASE CODE

8T321

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DIS/Director of Industrial Security 1040 Kings Highway North

Cherry Hill NJ 08034-1992

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The Avionics CNI Concepts Exploration (ACE) technical effort will focus on the development and demonstration of technoloy to enable cost-effective evaluations/demonstrations of advanced avionics architectures; and define and demonstrate techniques, methodologies, and processes to promote research in advanced CNI avionics systems.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO.
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		A. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY.	100	X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
E. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	-
d. FORMERLY RESTRICTED DATA	X		d. FASRICATE, WODEY, OR STORE CLASSIFIED HARDWARE		X
INTELLIGENCE INFORMATION	(101.000	e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)	X		L HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Nee-SCI	X		BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
I. SPECIAL ACCESS INFORMATION		X	t. REDURE & COMSEC ACCOUNT	X	
9. NATO INFORMATION	X		1 HAVE TEMPEST REQUIREMENTS	X	
A. FOREIGN SUVERNMENT INFORMATION	X). HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
LIMITED DISSEMINATION INFORMATION		X	N. BE AUTHORIZED TO USE THE DEFENSE COURSER SERVICE	X	
FOR OFFICIAL USE ONLY INFORMATION	X		L BIHER SHOWN Notification of government security activity is		
k. Direm (Specify)			required.	×	

DD Form 254, DEC 90 (EF-V1) (ParFORM PRO)

Provious editions are obsolete.

 PUBLIC RELEASE. Any information telepolitical or unclarantiard you writing to this contract shall not be missesed appropriate Seventment authority. Proposed public releases shall be intensified for approval prior to release. 	for public descentration except as provided by the investrial Security Manual	or unlaws it has been approved for public release by
Direct Through (Specify)		
ASC/PA Bldg 14		
1865 4th Street, Suite 15		
WPAFB OH 45433-6503		
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Socretary of Defease (Pub in the case of non-DeD User Againste, requests for disclosure shall be estimated to that agency.		
13. SECURITY GUIDANCE. The security classification guidance need for this classified effort is identified before the centractor is authorized and encouraged to provide secontimented changes; to challenge the guidance or the classified if this guidance to the official identified before. Posting final decision, the information involved shall be handled and provide secondar correspondence, any documental guidaline photometric reference handle. Add additional pages or resided to	reterrant at the bishard lovel of classification or installed or generaled under the	insting factor indicates a need for changer in this guidence, a contract. and to submit any questions for interpretation as appropriate for the classified effort. Attack, or forward
a. Ref Blk 10a: COMSEC and/or cryptographic requirements	apply. See DoD 5220.22-S for details	
b. Ref 10e(1): SCI requirements apply. See addendum.		
c. Ref Blk 10e(2): General Intelligence Material/Foreign Dis	closure applies. See addendum.	
d. Ref Blk 11c: Any classified information generated in the p derivative classification and markings consistent with the sour	performance of this contract shall require tree material.	re the contractor to apply
e. Ref Blk 11i: TEMPEST requirements apply. See addendu	ım.	
f. Ref Blk 11k: DCS address is HQ Defense Courier System,	Bldg P-830, Ft George G. Meade Ml	D, 20755-5370.
g. Ref Blk 111: The Notification of Government Security Actiontract clause in Section 1 for details.	ivity and Visitor Group Security Agree	ment clause applies. See
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, see estable the pertinent contractual clauses in the contract document iteral, or provide an appropriate statement which identifies the	icited for this contract. (If Fes, identify:	X Yes No
is engry of the requirements to the cognition security effice. Use them 13 it additional space is resolved	and the state of t	
Ref Blk 10.e.(1) SCI requirements apply. See addendum.		
 INSPECTIONS. Elements of this contract are outside the impaction respectfully of the cognizant socially office. 	W Tex, Westly specific	X Yes No
Contractor performance will occur at Wright-Patterson Air For which will be done at the contractor's facility. DIS is relieved installation. ASC/SYSPC will maintain security oversight.	ce Base Ohio, with the exception of a of all inspection responsibility for cont	small percentage of work ractor performance on the
 CERTIFICATION AND SIGNATURE. Security requirements stated herein are compl under this classified effort. All questions shall be referred to the official named b 	ete and adequate for safeguarding the classified info elow.	rmation to be released or generated
a. TYPED NAME OF CERTIFYING OFFICIAL BETTIE STEELY b. TITLE CONTRACTI	ING OFFICER	ELEPHONE (Inchese Area Code)
d. ADDRESS (Include Tip Cecle)	17. REQUIRED DISTRIBUTION	7) 255-5252
WL/AAK	× contractor	
Bldg 7	b. SUBCONTRACTOR	
Wright-Patterson AFB OH 45433	C. COGNIZANT SECURITY OFFICE FOR PRIME AND SU	
e. Signature	d. U.S. ACTIVITY RESPONSIBLE FOR INVERSEAS SECU e. Administration contracting difficer	RITY ADMINISTRATION
		SPC
D Form 254, DEC 90 (REVERSE) (EF. VI) IPERFORM PROJ 20 Tel-98 Sm		

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Attch #2 Page 2 of 8

SENSITIVE COMPARTMENTED INFORMATION CLAUSES (SCIF NOT REQUIRED)

The following controls will apply to Sensitive Compartmented Information (SCI) provided under this contract:

- Item 14: USAFINTEL 201-1, DOD TS-5105.21-M-1, DCID 1/14 and 1/21, and DIAM 50-5
 provide the necessary guidance for EMSEC (emission security), physical, personnel and
 information security measures and is part of the SCI security specifications for the contract.
- 2. Item 15: This contract requires access to SCI. The National Air Intelligence Center (NAIC) Special Security Office (SSO) has exclusive security responsibility for all SCI released to the contractor or developed under this contract. The Defense Intelligence Agency (DIA), or its designee, shall be responsible for all inspections of the contractor to insure compliance with SCI Directives/Regulations. All SCI will be handled in accordance with security requirements furnished by the Aeronautical System Center (ASC) SSO, located in ASC/CVS.
- 3. SCI will not be released to contractor employees without the specific release approval by the originator of the material as outlined in the governing directives and based on prior approval and certification of "need to-know" by the contract monitor, Denice 5. Jacobs, AFRL/SNAR, (931) 255-4854 x 4160.
- 4. Names of contractor personnel requiring access to SCI and justification for SCI billets will be submitted to the ASC SSO after contract monitor approval/concurrence. Upon receipt of written approval from the contract monitor, the Contractor Special Security Officer (CSSO) may submit the necessary forms to DISCO for a Single Scope Background Investigation (SSBI) for those personnel nominated for SCI access in accordance with the National Industrial Security Program Operating Manual (NISPOM).
- Inquiries pertaining to classification guidance on SCI will be directed to the contract monitor listed in 3 above.
- All SCI furnished to the contractor in support of this contract remains the property of the Department of Defense, or the agency or command that releases it. Upon completion or cancellation of the contract, SCI furnished will be returned to the NAIC SSO.
- 7. This contract requires that _____ SCI contract billets be established in order to fulfill the contractual obligations incurred. Access will be granted by the sponsoring government agency. Upon completion or cancellation of the contract, the CSSO will debrief all personnel not required for contract close-out and those billets will be disestablished.
- Access will be granted only at the sponsoring agency and other accredited SCI Facilities (SCIF) as approved by the government Contract Monitor..

Page 3 of 8

GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- 1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- 3. Release of Classified and Unclassified Information to Foreign Government and Their Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

ADDENDUM TO DD FORM 254 21 August 1996

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking is used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the "need-to-know" principle and safeguarding procedures of the security classification system.

b. "Not Releasable to Foreign Nationals (NOFORN)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

c. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

- a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.
- c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

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D0003

Attch#2

Page 5 of 8 Current Guidance

EMISSION SECURITY (EMSEC) REQUIREMENTS (FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR ALL CLASSIFIED SYSTEMS

- 1. The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.
- 2. The contractor shall provide countermeasure assessment data to the Contracting Officer (CO), in the form of an ESAR. The ESAR shall provide only specific responses to the data required in paragraph 3 below. The contractor's standard security plan shall NOT be used as a "stand-alone" ESAR response. The contractor shall NOT submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the government EMSEC authority using current Air Force EMSEC directives. EMSEC is applied on a case-by-case basis and further information may be required to complete the review. The contractor shall provide this information to the CO when requested. After the evaluation of the ESAR by the government EMSEC authority, additional EMSEC requirements may be necessary. When changes to the information required in paragraph 3 below occurs (including, but not limited to, relocation, additions, or deletions of equipment from the original approved room), the contractors shall notify the CO of these changes. Upon request, the contractor shall submit to the CO a new ESAR, identifying the new configuration at least 30 days before the change occurs. The contractor shall NOT commence processing with the new configuration until receiving, as a minimum, interim approval from the CO.
- 3. *ESAR contents shall include, as a minimum, the following information:
- a. The specific classification and special categories of material to be processed/handled by electronic means. Include percentage of each classification level used including unclassified (i.e., 5% Top Secret, 10% Secret/SAR, 25% Secret, 65% Unclassified).
- b. The specific location (complete address, building/room number, or office) where classified processing will be performed. Include identification of any other contractor/company located within 200 meters of the facility.
- Attach a copy of the Defense Investigative Service (DIS) Form 147 to validate physical security and approved storage level of the facility.
- d. Provide the name, title, and telephone number (commercial and/or DSN) of a point of contact at the facility where processing will occur.
- 4. The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC requirements when performing classified processing related to this contract. The subcontractor will provide the above documentation through their prime to the CO to complete the ESAR.

*NOTE: A copy of your Automated Information System Security Plan(s) (AISSP) will suffice.

EMISSION SECURITY (EMSEC) REQUIREMENTS (FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR TOP SECRET SYSTEMS

- In addition to the information required for all classified systems, the following will be required for Top Secret processing:
- a. Identify the radius (in meters) of the physical control space available around the system, equipment, or facility. Describe the barriers, doors, fences, walls, etc that define the area. Describe the control exercised over the area during duty and nonduty hours. Describe other factors which contribute to control (i.e., visitor procedures, escort requirements, searches of personnel and/or vehicles, etc).
- b. Identify the type and location (relative to the classified system) of any unfiltered/telephone or communication lines, shielded or unshielded twisted pair cables or fiber, underground or unfiltered power lines, conduit, heating and air conditioning ducts, water pipes, etc, that transgress the established controlled area.
- c. Describe the building in which the classified system(s) is housed, i.e., concrete block outer walls, 2" X 4" and single ply gypsum board inner walls, true floor to true ceiling walls, metallic (steel) or solid wood doors, windows (if there are windows, describe the type of coverings on them), etc.
 - d. Diagrams and/or drawings would be extremely helpful.
- 2. Additional information may be requested upon review of the documentation provided.

FOR OFFICIAL USE ONLY

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The
FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE
ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

MARKING:

- a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).
 - b. In a classified document, mark:
- An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph.
- The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - "FOUO" at the bottom of each page that has FOUO but not classified...
- If a classified document also contains FOUO information or if the classified material become FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- c. Mark other records, such as computer print outs, photographs, films, tapes, or slide 'FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- f. Any FOUO material released to a contractor by a DOD User Agency must have the following statement on the front page or cover: THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) _____ APPLY.
- 3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty liours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other DSN teletype lines without encryption.
- RELEASE: FOUO information shall not be released outside the contractor's facility except to representatives of the DOD.
- DESTRUCTION: When no longer needed, FOUO information may be disposed of by an method which will preclude its disclosure to unauthorized individuals.

F33615-98-D1045 D0003

2 PROCINSTRUMENT ID NO (PIIN) 3. CALLORDER 4. DATE OF ORDER 7 F33615-97-D-1045 0002 98APR02 GWLAA987201570 4. GERTIFIED FOR NATION DEFENSE UNDER 8DO REG 2/DMS REG 1 RA 650 WLAA987201570 DEFENSE UNDER 8DO REG 2/DMS REG 1 RA 650 CMC SAN DIEGO 7675 DAGGET ST STE 200 SAN DIEGO CA 92111-2241 CODE SAN DIEGO CA 92111-2241 9. CONTRACTOR NAME AND ADDRESS CODE 65409 FACILITY CODE SAN DIEGO TRW INC., AVIONICS & SURVEILLANCE GROUP MILITARY ELECTRONICS AND AVIONICS DIVISION FACILITY SEE SECTION G FOR PAYMENT ADDRESS APR 1990 THER SEE SECTION G FOR PAYMENT ADDRESS APR 1990 SEE SECTION G FOR		DER FOR SL	JPPLIES (OR SERVI	CES		1. PAGE	OF 4
USAR/ARMC APRIL SAND BLDG 7 2530 C ST RECHT-PATTERSON AFB OH 45433-7607 RE	PROC INSTRUMENT ID NO (PIIN) F33615-97-D-1045 Mark all packages and papers with this	NO.		100	PROJECT NO.		4. CERTIFIED DEFENSE UNDER	FOR NATIONA
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* When used as a formal contract this will be the effective date.

A. Pursuant to Section B, paragraph 2 of the basic contract, the amount established for Delivery Order 0002 is \$74,934.00. The Basic contract is hereby amended to reflect the incorporation of Assessment of Ionospheric Scintillation effects on Global Positioning System Performance Statement of Work, Attachment 1, dated 4 Feb 98.

Contract Cost: \$70,038.00 Contract Fee: \$4,896.00 Total CPFF: \$74,934.00

- B. The amount allotted is \$74,934.00 which covers all contractual items under Delivery Order 0002 through completion. This amount is in accordance with Contractor letter dated 98APR02 incorporated herein by reference.
- C. Section B Supplies or Services is modified as follows:

 Item No
 Quantity
 Pur Unit
 Unit Price
 Total Price

 0001
 1
 LO
 \$ 74,934.00
 \$ 74,934.00

Noun: RESEARCH AND DATA

ACRN: 9 Sec Clas: U NSN: N
Site Codes PQA: D ACP: D FOB: D
PR No: GWLAA987201570 Proj Mgr: U
Contract Type:

Descriptive Data:

Conduct Research and Data in accordance with the Statement of Work entitled, "Assessment of Ionospheric Scintillation effects on Global Positioning System Performance," shown at Attachment 1 to this Delivery Order.

Item No Quantity Pur Unit Unit Price Total Price \$

Noun: AA FUNDING \$74,934.00

ACRN: AA Sec Clas: NSN: Site Codes PQA: ACP: FOB: PR No: GWLAA987201570 Proj Mgr:

Contract Type :

Item No Quantity Pur Unit Unit Price _____ Total Price 0002 1 \$ NSP S Noun: SOFTWARE ACRN: 9 Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201570 Proj Mgr: U Contract Type : Descriptive Data: Provide software in accordance with Attachment 1, Statement of Work entitled "Assessment of Ionospheric Scintillation effects on Global Positioning System Performance" dated, 4 Feb 98. D. Section F - Deliveries or Performance is modified as follows: CLIN ACRN Sec Clas Ship To Mark For 0001 9 II Delivery Date Quantity A. 2 MARO В. C. D. Ε. Descriptive Data: The scheduled delivery date for the approved final technical report is 2 MARO. All data shall be delivered in accordance with the attached Statement of Work dated 4 Feb 98. CLIN ACRN Sec Clas Ship To Mark For 0002 U Delivery Date Quantity 2 MARO A. B. C. D. E.

Descriptive Data:

Software will be delivered 2 Months MARO.

E. Section G - Contract Administration Data is modified as follows:

ACRN Clas Supplemental Accounting Classification Amount

AA ACCOUNT Obligation

UNCLAS SPECIAL \$ 74,934.00 5783600 298 4719 592 674746 35917F 875800

pr/mipr data: GWLAA987201570

Descriptive Data

JON: 666A0200 CCC: 656340

REFERENCE AF FM 616 #8927043, DTD 20JAN98

AF FM 616 FUND CITE: 5783600 298 4719 592 674746 35917F 875800

Complete

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN SUBCLIN NO. TOTAL OBLIGATED 74,934.00

F. Section H - Special Contract Requirements.

In accordance with FAR clause 5352.245-9000, the Government will provide scintillation phenomenology data as Government Furnished Property for the duration of the period of performance for Delivery Order 0002. As a result of this action, FAR clause 52.245-5 applies.

STATEMENT OF WORK FOR DELIVERY ORDER # 02

ASSESSMENT OF IONOSPHERIC SCINTILLATION EFFECTS ON GLOBAL POSITIONING SYSTEM (GPS) PERFORMANCE

1.0 OBJECTIVE

The objective of this effort is to perform modeling, simulation and analysis (MS&A) of ionospheric scintillation effects on existing and emerging (1998-2030) GPS technologies. The MS&A effort shall determine GPS measures of performance (MOPs) and measures of effectiveness (MOEs) in terms of mild, moderate, and severe ionospheric scintillation phenomena.

2.0 REQUIREMENTS

The contractor shall plan, manage, and accomplish the tasks set forth below:

- 2.1 Contractor shall define and quantify key ionospheric scintillation parameters that significantly impact GPS operational capability. Based on government-supplied scintillation phenomenology data, analyses shall be conducted to determine the design trade space and establish the sensitivity of the critical performance parameters to the analytic assumptions, so that a robust solution is obtained.
- 2.2 Contractor shall update and modify software tools, as required, throughout the duration of the program.
- 2.3 Contractor shall conduct up to six Technical Interchange Meetings (TIMs) and data reviews.

3.0 DATA/DELIVERABLES

Deliverables for this effort shall consist of the following data items, as a minimum: presentation materials, conference agenda and minutes, and MS&A results, as required. Contractor may propose additional data requirements that are required to manage the effort. The DIDs for the Basic Contract (CDRLS A001 through A011) are acceptable for this DO.

4.0 SECURITY REQUIREMENTS

It is anticipated that this effort will generate and require access to classified information up to the SECRET level.

5.0 GOVERNMENT FURNISHED PROPERTY

The Government will supply the contractor with the scintillation phenomenology data required for the performance of this Delivery Order (Ref Para 2.1).

2. PROC INSTRUMENT ID NO. (PIIN)		· · · · · · · · · · · · · · · · · · ·	ICA HOP	OF CONTRACT			
F33615-97-D-1045	3. SFIN 000201	4 EFFECTIVE		5. REQUISITION/PURCHASE REQUES PROJECT NO.	7	6. BOC/DMS RATING	
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NAME AND ADDRESS TRW INC	CODE 6540	09	FACILITY	CODE NF '9' FOR	10. SECURO	TYCLAS U	
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SAN DIEGO, CA 92198			P.	AILING DATE	\$1	% DAYS	
PHONE: (619) 592-364:	1 COUNTY: S	AN DIEGO		MILLING DATE	2 ND	OTHER	
SEE SECTION G FOR PA	YMENT ADDRES	s	J.	JUL 09 1998	3 RD	N DAYS - SEC	
					12. PURCHASE OFFICE POINT OF CONTACT		
THIS BLOCK APPLIES ONLY TO AMENDMENTS O	OF SOIL SCITATIONS				LS	SW/L11/LSW	
OFFER it by vitue of this amendment you desire to received prior to the opening hour and date specified the specific process of this block applies only to modifications. THIS CHANGE IS ISSUED PURSUANT TO	TO CHANGE ON OTHER SPENDY SUBDICIONS OF CONTRACTS ADD TO THE ABOVE NUMBER ODIFIED TO REFLECT THE AD TERED INTO PURSUANT TO TRACT AS SET FORTH HERE TO FAR CLA OF SIGNATURE D	STEEL, such change in REG CONTRACTION MINISTRATIVE CHA	DER NOSES (SUCH A	S CHANGES IN PAYING OFFICE APPROP	NO DATE SPECIFIC	ED MAY RESULT IN REJECTION OF YOU ce to the solicitation and this amendment, C.) SET FORTH HEREIN. E.S. I	
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- Pursuant to FAR 52.249-14 entitled, "Excusable Delays", the above numbered Delievery Order is hereby amended to reflect a NO COST TIME EXTENSION.
- 2. As a result of Paragraph 1 above, said delivery order is specifically modified as set forth below.
- 3. Section F Deliveries or Performance is hereby amended to reflect the new delivery date as follows:

CLIN 0001	ACRN 9	Sec Clas	Ship To	Mark For
А.	Delivery Dat 98JUL24	e Quantity		
B. C. D.				

DESCRIPTIVE DATA:

The scheduled delivery date for the approved Final Technical Report is 24Jul98. All data shall be delivered in accordance with the Statement of Work for DO#2 entilted, "Assessment Of Ionospheric Scintillation Effects On Global Positioning System (GPS) Performance", dated 4Feb98.

CLIN 0002	ACRN U	Sec Clas	Ship To	Mark For
А. в.	Delivery Date 98JUL24	Quantity 1		
C. D. E.				

DESCRIPTIVE DATA:

Software will be delivered on 24Jul98.

4. Except as noted above, all terms and conditions of the Basic Contract and Delivery Order #2 remain unchanged.

10.						552
0	RDER FOR SU	IPPLIES (OR SERVIC	ES		PATIE OF 6
2. PROC INSTRUMENT ID NO: (PIIN) F33615-97-D-1045 Mark all packages and papers with the	2. CALL/ORDER NO. 0001 lis number,	4. DATE OF C		5. REQUISITION / PUR PROJECT NO. GWLAA9772		4. CERTIFIED FOR NATIONAL DEFENSE UNDER DO-A7 BDC REG 2 / DMS REG 1 RATING
USAF/AFMC/ASC WRIGHT LABORATORY WI 2530 C ST WRIGHT-PATTERSON AFI NEGOTIATOR: STACEY PHONE: (937) 255-2206	B OH 45433-7	7	7675 6	AN DIEGO AGGET ST., EGO, CA 921		CODE S0514A
B. CONTRACTOR NAME AND ADDRESS TRW INC, AVIONICS & MILITARY ELECTRONICS ONE RANCHO CARMEL SAN DIEGO, CA 92198 PHONE: (619) 592-36 SEE SECTION G FOR PA	COUNTY:	E GROUP CS DIVI	sion go MAIL	IF P FOR MULTIPLE FACILITIES SEE SECT W	10. MAJE INT 11. DISCOUNT 1 ST 2 ND	FOR PROMPT PAYMENT NET NET NET NET NET NET NET
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figurantly accepted by the Government is among a quantity ordered, indicated by X mark different enter actual quantity accepted different quantity order and encircle.	BETTIE L. BY: NAME OF CONT	STEELY	ERING OFFICER	(YYI		OTAL FFERENCES
S. QUANTITY ORDERED HAS BEEN INSPECTED RECEIVED ACCES CONT	PTED, AND CONFORMS RACT EXCEPT AS STA	TO THE	PARTIAL FINAL	31. PAID BY	IN	TTALS Amount Verified Correct For
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SIGNATURE AND TITLE O	38. DATE RECEIVE	-15	TAL CONTAINERS	40. S/R ACCOUNT NUM	BER 41. S/	R VOUCHER NO.

F33615-97-D-1045 0001 Page 2

A. Pursuant to Section B, paragraph 2 of the basic contract, the amount established for Delivery Order 0001 is as follows:

Contract Cost: \$ 280,380.00 Contract Fee : \$ 19,572.00 Total CPFF : \$ 299,952.00

- B. The amount allotted is \$25,000.00 which covers all contractual items under Delivery Order 0001 through 30 days ARO. This amount is in accordance with Contractor letter dated 97 Oct 24, incorporated herein by reference.
- C. Section B Supplies or Services is modified as follows:

<u>Item No Quantity Pur Unit Dnit Price Total Price</u>
0001 1 LO \$ 299,952.00 \$ 299,952.00

Noun: RESEARCH AND DATA

ACRN: 9 Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA977Z01610 Proj Mgr: U Contract Type:

Conduct research in accordance with Statement of Work (SOW) entitled, "Communication, Navigation, Identification (CNI) Technology Research (CTR) included as Attachment 1 to this Delivery Order.

Item No Quantity Pur Unit Unit Price Total Price \$

Noun: FUNDING

ACRN: AA Sec Clas: NSN: Site Codes PQA: ACP: FOB: PR No: GWLAA977201610 Proj Mgr:

Contract Type :

<u>Item No Quantity Pur Unit Unit Price Total Price</u>
0002 1 LO \$ NSP \$ NSP

Noun: HARDWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: GWLAA977201610 Proj Mgr: FY1456 Contract Type :

DESCRIPTION

Deliver hardware in accordance with Attachment 1, Statement of Work (SOW) - Communication, Navigation, Identification (CNI) Technology Research (CTR)

Item No Quantity Pur Unit Unit Price Total Price
0003 1 LO \$ NSP \$ NSP

Noun: SOFTWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: GWLAA977201610 Proj Mgr: GFY1175 Contract Type :

DESCRIPTION

Deliver software in accordance with Attachment 1, Statement of Work (SOW) - Communication, Navigation, Identification (CNI) Technology Research (CTR)

Noun: NONDEVELOPMENTAL/MATERIALS

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: GWLAA977201610 Proj Mgr: GFY1175 Contract Type :

DESCRIPTION

Deliver nondevelopmental/material in accordance with Attachment 1, Statement of Work (SOW) - Communication, Navigation, Identification (CNI) Technology Research (CTR)

D. Section F - Deliveries or Performance is modified as follows:

CLIN 0001	ACRN 9	Sec Clas	Ship To	Mark For
A. B. C.	Delivery Dat 12MARO	Quantity		
D. E.				

The scheduled delivery date for the approved final technical report is 12 MARO. All data shall be delivered in accordance with the Statement of Work (SOW), Attachment 1 to this delivery order. Technical effort must be completed 11 MARO.

CLIN 0002	ACRN U	Sec Clas	Ship To FY1456	Mark For
A. B. C. D. E.	Delivery Da 12MARO	te <u>Quantity</u> 1		

DESCRIPTIVE DATA

The scheduled delivery date for the hardware is 12 months after mailing date. All data shall be delivered in accordance with the Statement of Work (SOW), Attachment 1 to this delivery order, and Section H of the basic contract.

CLIN 0003	ACRN U	Sec Clas	Ship To	Mark For
A. B.	Delivery Da 12MARO	te <u>Quantity</u> 1		
C. D. E.				

DESCRIPTIVE DATA

The scheduled delivery date for the software is 12 months after mailing date. All data shall be delivered in accordance with the Statement of Work (SOW), Attachment 1 to this delivery order.

F33615-97-D-1045 0001 Page 5

CLIN ACRN Sec Clas Ship To Mark For 0004 U U U Delivery Date Quantity 12MARO 1 В. C. D. E.

DESCRIPTIVE DATA

The scheduled delivery date for the nondevelopmental/materials is 12 months after mailing date. All data shall be delivered in accordance with the Statement of Work (SOW), Attachment 1 to this delivery order.

E. Section G - Contract Administration Data is modified as follows:

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the contract and recapped below: Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN SUBCLIN NO. TOTAL OBLIGATED AA 000101 \$25,000.00

ACRN Clas Supplemental Accounting Classification Obligation
AA ACCOUNT UNCLAS 5773600 F03000 \$ 25,000.00

pr/mipr data: GWLAA977201610

Descriptive Data

JON: 666A0200 CCC: 656540

Complete

F. Section I - Contract Clauses are modified as follows:

Clause 5352.235-9001- Key Positions and Minimum Qualifications (AFMC) (JUL 1997) is amended as follows:

Key Position

Minimum Qualifications

(1) Software Engineer 9 years software engineering (2) RF Engineer 17 years RF engineering

(3) Computer Systems Analyst 15 years computer systems analysis

STATEMENT OF WORK (SOW) FOR DELIVERY ORDER 01

COMMUNICATION, NAVIGATION, IDENTIFICATION (CNI) TECHNOLOGY RESEARCH (CTR)

1.0 OBJECTIVES

The objective of this Delivery Order is to develop and demonstrate technologies in the Avionics CNI Exploration (ACE) Laboratory which are required to promote GPS research and evaluate CNI and advanced integration.

2.0 REQUIREMENTS

The contractor shall plan, manage, and accomplish the tasks set forth below:

- 2.1 Contractor shall develop test plans and procedures, perform assessments and conduct evaluations and demonstrations in the ACE facility.
- 2.2 Contractor shall develop and implement innovative approaches to modify, enhance, and maintain AWFS capabilities.
- 2.3 Contractor shall design, develop, integrate and test code as required for experiments in the facility using DEC's family of computers (VAXstations, Alphas, and single boards), Silicon Graphics workstations, and personal computers. Existing code shall be modified, where appropriate, to upgrade or enhance existing capabilities. System backups and upgrades will be kept current for all systems.
- 2.4 Contractor shall fabricate hardware, and calibrate unique and special purpose equipment, as required. Calibration of general purpose test equipment shall be kept on a calibration schedule using the Government's Precision Measurement Equipment Laboratory (PMEL).
- 2.5 Contractor shall enter associate agreements with Original Equipment Manufactures (OEMs), subcontractors, and/or other specialists that are critical to satisfy requirements for providing specialized support and unique capabilities. Agreements that have been maintained in the past include those on the attached listing. In addition, contractor shall enter into non-disclosure agreements with other contractors, if required, for tasks under this DO.

2.6 Contractor shall provide materials, replacement components, and parts, as required to prevent or eliminate malfunctions, enhance or upgrade capabilities or improve performance requirements of laboratory hardware.

3.0 DATA/DELIVERABLES

Deliverables for this effort shall consist of the following data items, as a minimum: test plans, users manuals, status and financial reports, and a final report. Contractor may propose additional data requirements that are required to manage the effort. The following Data Item Descriptions (DIDs) are acceptable to this DO (CDRLs A001 through A011 under the Basic contract are also applicable to DO #1. See Exhibit A to Section J for DD Form 1423s):

DI-MISC-80711/T - SCIENTIFIC AND TECHNICAL REPORTS, Final Report, ONE/R

DI-MGMT-81468/T - CONTRACT FUNDS STATUS REPORT (CFSR), QRTLY

DI-MISC-80711/T - SCIENTIFIC AND TECHNICAL REPORTS, Contractor's Billing Voucher, MTHLY

DI-MGMT-80368/T - STATUS REPORT, Monthly Status Report, MTHLY

DI-ADMN-81373/T - PRESENTATION MATERIAL, ASREQ

DI-TMSS-80527 - COMMERCIAL OFF-THE-SHELF MANUALS, ASREQ

DI-IPSC-81443/T - SOFTWARE USER MANUAL (SUM), ASREQ

DI-ADMN-81250A/T - CONFERENCE MINUTES, ASREQ

DI-ADMN-81249A/T - CONFERENCE AGENDA, ASREQ

DI-FNCL-80331 - FUNDS AND MAN-HOUR EXPENDITURE REPORT, MTHLY

DI-NDTI-80566/T - TEST PLAN, ASREQ

4.0 SECURITY REQUIREMENTS

It is anticipated that the effort will generate and require access to classified information. (See Atch 2 to Section J).

5.0 GOVERNMENT FURNISHED PROPERTY

The list of equipment furnished by the Government is included in Atch 3 of anticipated Basic Contract.

ORIGINAL EQUIPMENT MANUFACTURER'S (OEMs)

As a minimum, the following maintenance areements are expected to be maintained under Delivery Order #1:

VENDOR	TTEM	ANNUAL COST (EST)
Northern Telecom	STR2760 GPS Simulator	\$35,000
Magnavox	GPS Simulator	\$20,000
Motorola	Single-board Computers	\$4,392
Cisco	Multi-NET	\$3,600
Systran	1553 Boards	\$1,200
Spire	Thruway Software	\$1,050
Silicon Graphics	Personal IRIS Hardware	\$840
Hummingbird	eXceed X-Terminal Software	\$700
Cim Solutions	CadKey (2)	\$325
APPROXIMATE TO	TAL	\$67,807



DEPARTMENT OF THE AIR FORCE

AIR FORCE RESEARCH LABORATORY WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433

MEMORANDUM FOR DCMA San Diego

Attn: William Johnson 7675 Dagget Street, Suite 200 San Diego, CA 92111-2241

0 9 AUG 2002

FROM: AFRL/SNKD

Building 167 2310 8th Street

Wright-Patterson AFB OH 45433-7801

SUBJECT: Current Status of Physically Completed Contract F33615-97-D-1045 0001

- 1. This delivery order has been physically completed. Request the cognizant Administrative Contracting Officer (ACO) immediately undertake the action necessary to closeout the subject delivery order. Should it not be possible to take this action immediately, it is requested that you please check the appropriate Closeout Delay Reason, give an "Estimated Close Date" and projected date for quick closeout IAW FAR 42.708 (see paragraph 4. below). A lst Ind Form is provided to expedite your review.
- Should the contract have an Unliquidated Obligation (ULO) amount, request you contact the point of contact below for concurrence/nonconcurrence to deobligate any ULO amount.
- Often closeout is delayed pending settlement indirect costs. Should this be the case, you are hereby authorized to use Quick-Closeout procedures, as described at FAR 42.708, where such procedures are considered appropriate by the ACO.
- 4. Your cooperation in this matter is very much appreciated. Questions or concerns regarding the above should be addressed to the undersigned at (937) 255-4863. Telefax responses should be sent to AFRL/SNKD Attn: David Shellabarger at FAX # (937) 656-9074 or by email at david.shellabarger@wpafb.af.mil.

Request you provide this office an estimated date for contract closeout no later than 30 SEP 02.

DAVID L. SHELLABARGER

Contracting Officer

Attachment Ist Ind Form

1st Inc	l ()	Date:
TO:	AFRL/SNI		
		7, 2310 8tl Patterson <i>I</i>	n ST AFB, OH 45433-7801
Refere F33615-97-1	nce SNKD	letter dated 8/9,	/v2 The following information is provided regarding Contract
a.	CODE	CLOSEOUT I	DELAY REASON
	A B C D E F G H J K L M N P Q R S T U V W	Final Acceptar Contractor has Patent /Royalty Contract has so Supplemental a Settlement of S Final Audits in Disallowed Co Final Audit of Independent Re Negotiation of Additional Fun Reconciliation Armed Service Public Law 85 Litigation/Inve Termination in Warranty Clau Disposition of	St Pending Government Property Pending Escarch and Development Rates Pending Overhead Rates Pending ds Requested but not yet received with Paying Office and Contractor being Accomplished as Board of Contracts Appeals Case -804 Case stigation Pending
	X Z 6 7	Awaiting Notice Disposition of Fee Withhold	se and Assignment Pending c of Final Payment Classified Material Pending oval of Excess Funds (\$)
b.		Estimated C	lose Date
c. date cl equiva		If contract accomplished. P	is closed, lease forward DD1594 Contract Completion Statement or its
d.			_ ACO NAME:
	(Signature)		(Print/Stamp)
			Telephone No.

MATERIAL INSPECTION AND RECEIVING REPORT

Form Approved OMB No. 0704-0248

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports 10704-04248, 1215 Jefferson Davis Highway, Suite 1204, Arington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DEARS, APPENDIX F-401. 1. PROCUREMENT INSTRUMENT IDENTIFICATION ORDER NO 6. INVOICE NO./DATE 7. PAGE OF 8. ACCEPTANCE POINT (CONTRACT) NO. 0001 F33615-97-D-1045 D 2. SHIPMENT NO. 3. DATE SHIPPED 4. B/L 5. DISCOUNT TERMS DAY0001Z 2002MAY23 TON CODE | 65409 10. ADMINISTERED BY CODE SOSIAA 9. PRIME CONTRACTOR TRW SPACE & ELECTRONICS GROUP DCMA SAN DIEGO AVIONICS SYSTEMS GROUP 34 CIVIC CENTER PLAZA ONE RANCHO CARMEL P.O. BOX C-12700 SAN DIEGO, CA 92128 SANTA ANNA, CA 92712-2700 12. PAYMENT WILL BE MADE BY 11. SHIPPED FROM (If other than 9) CODE 8T32 FOB: D CODE SC1006 TRW SPACE & ELECTRONICS GROUP DFAS COLUMBUS CENTER DAYTON AVIONICS ENGINEERING CENTER SANTA ANNA DIVISION 1900 FOUNDERS DRIVE P.O. BOX 182381 KETTERING, OH 45420 COLUMBUS, OH 43218-2311 13. SHIPPED TO CODE FA8650 14. MARKED FOR CODE US Air Force AFRL/SNRW 2241 Avionics Circle WPFAB, OH 45433 DESCRIPTION 16 STOCK/PART NO. 17. QUANTITY 18. 19. 20. 15. containers - type of (Indicate no SHIP/REC'D* UNIT UNIT PRICE AMOUNT ITEM NO. 0001 CDRL A001 Final Report LO 22. RECEIVER'S USE 21. CONTRACT QUALITY ASSURANCE Quantities shown in column 17 were received in b. DESTINATION a. ORIGIN apparent good condition except as noted X ACCEPTANCE of fisted items ACCEPTANCE of listed items COA COA been made by me or under my supervision ed the has been made by me or under my supervision and conform to contract, exceptias noted herey DATE RECEIVED they conform to contract, except as noted herein or SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE supporting documents on supporting documents. TYPED NAME: DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE GOVE MAILING ADDRESS: TYPED NAME: Lydia Harris TYPED NAME: TITLE: TITLE: Program Manager COMMERCIAL TELEPHONE MAILING ADDRESS: NUMBER-MAILING ADDRESS: AFRL/SNRW 2241 Avionics Circle * If quantity received by the Government is the same WPAFB, OH 45433 as quantity shipped, indicate by (X) mark; if different, COMMERCIAL TELEPHONE enter actual quantity received below quantity shipped COMMERCIAL TELEPHONE NUMBER: and encircle. NUMBER: 23. CONTRACTOR USE ONLY SN:1A024

D2AUG08

** PMS CONTRACT CLOSEOUT DISPLAY ** THIS CONTRACT BELONGS TO AFRL

05:35

CONTRACT: F3361597D1045 CLOSEOUT-STATUS: P CATEGORY: C
SUYER: WILLIS STE SNKD 55311 TYPE-CONTRACT: CPFF
VALUE: \$9,630,000 ULO: \$0

DELAY: ORIG RFP NUMBER:

DATE RECEIVED IN CLOSEOUT:

LSW

02AUG02

CURRENT BUYER'S CODE:
CONTRACT EXPIRATION DATE:
FINAL DD250 DATE:
ACO'S ESTIMATED CLOSEOUT DATE:

ACO'S DELAY TO CLOSE REASON CODE:

ACO'S DELAY TO CLOSE REASON DATE:

ACO CLOSEOUT COMPLETED:

DD1594 SIGNED BY THE PCO:

RETIRED DATE:

RETIRED BOX NUMBER:

REMARKS:

	AM	ENDMENT OF SOI	LICITATIO	N/MODIFICATION	OF CONTRAC	Т	1 CONTRACT U - CPFF	ID CODE	PAGE OF PAGES 1 of 3
22		I/MODIFICATION NO.	17233	EFFECTIVE DATE 00DEC20	REQUISITION/P See Section		REQ.NO.	5. PROJE	CT NO. (If applicable)
6. IS	SUED BY	AFRL/SNKD	CODE	FA8650	7. ADMINISTERED		r than Item 6)	CC	DDE S0514A
AIR 2310 WRI STE	EIGHTI GHT-PA VEN L. V	RESEARCH LABORA STREET, BUILDIN TTERSON AFB OH 4	G 167 5433-7801		DCMC SAN DIE 7675 DAGGET SAN DIEGO C	STREET			
8. N/	ME AND A	DORESS OF CONTRACTO	OR /No. street	county State and 7IP Co.	de)	T(X) T s	PA. AMENDMENT O	ESOLICITA	TION NO
AVIO ONE	/ INC. ONICS S' RANCH	YSTEMS DIVISION O CARMEL M/S RC: CA 92128		MAII	LING DATE 20 2000		9B. DATED (SEE IT	EM 11)	a se conservativo
		41 SAN DIEGO, COL	INTV	ULC	20 2000	1			
		or Cleared Address	DATE:			X	F33615-9 10B DATED (SEE)		3001
CODE			TF	ACILITY CODE		- 1	12 NOV 19		
CODE				M ONLY APPLIES T	O AMENDMENTS	OF SOL		91	
(a) submi RECE If by v to the	By complet iffed; or (c IVED AT T intue of this solicitation	owledge receipt of this ame ing items 8 and 15, and rets 1 By separate letter or teleg HE PLACE DESIGNATED amendment you desire to a and this amendment, and it ING AND APPROPRIATION	urning _ gram which inch FOR THE REC change an offer s received prior	_copies of the amendmen udes a reference to the sol EIPT OF OFFERS PRIOR r already submitted, such or to the opening hour and d	it, (b) By acknowledgin icitation and amendme TO THE HOUR AND hange may be made b	g receipt of nt numbers. DATE SPEC	this amendment on o FAILURE OF YOUR DIFIED MAY RESUL	each copy of DUR ACKNO T IN REJECT	the offer WLEDGMENT TO BE TION OF YOUR OFFER
- 3	000 000	13. Ti		PPLIES ONLY TO M				5,	
(X)		- 1	MODIFIES	THE CONTRACT/C	RUER NO. AS D	ESCRIBE	DINTIEM 14.		
X	B. THE	S CHANGE ORDER IS ISS ITRACT ORDER NO. ITE! ABOVE NUMBERED CON ropriation date, etc.) SET F	M 10A. ITRACT/ORDE	R IS MODIFIED TO REFL	ECT THE ADMINISTR	ATIVE CHA			Manager and Control of the Control o
	C. THI	S SUPPLEMENTAL AG	REEMENT IS	S ENTERED INTO PUR	RSUANT TO AUTHO	RITY OF:			
	D. OTI	HER (Specify type of mo	odification and	d authority)					
		RTANT: Contractor		s required to sign this doou		THE PARTY OF THE P	William File Total Viscos		
SUB PRO FINA COL The Excep	JECT: DJECT E ANCE O UMBUS Contract as provide NAME AND	ON OF AMENDMENT/MO INCREMENTAL FU INGINEER: LYDIA FFICE: WEST EN 3 OH 43218-2381 ting Officer's email id herein, all terms and con TITLE OF SIGNER (Type TOR/OFFEROR	JNDING HARRIS, TITLEMEN (CODE: H address is	AFRL/SNAR, (937 IT OPERATIONS, IQ0339) : Bettie.Steely@w	pafb.af.mil 19A or 10A, as heretof 16A, NAME AND 19B ONTED ST	ore changed TITLE OF	d, remains unchange SIGNER (Type or p IMERICA	d and in full t	
	2nature of	person authorized to sign)	1-7:1	30-105	(Signature	of Contracti		UDAPD FO	RM 30 (REV.10-83)
	EDIT	ION UNUSABLE on 3.95		30-105			k/es	cribed by G (48 CFR) 5	SA

- 1. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$283,000.00, thereby making a revised amount allotted of \$2,497,451.00 which covers all contractual items through 31AUG01. The dollar amount and time specified are in accordance with the contractors correspondence dated 13DEC00 incorporated herein by reference.
- 2. As a result of paragraph 1 above, the contract is specifically modified as follows:
 - a. Section B Supplies or Services is modified as indicated below:

ITEM	SUPPLIES OR SERV	ICES	Qty Purch Unit	Unit Price Total Item Amount
000111 Funding Inf	CLIN Change Noun: ACRN: Descriptive Data: o Only	Funding Inf AL	o Only +\$13,000.00	
000115 Funding Inf	CLIN Establish Noun: ACRN: Descriptive Data; o Only	Funding Inf AQ	o Only +\$270,000.00	

Section G - Contract Administration Data is modified as indicated below;

ACRN	Appropriation/Lmt Sub	head/Supplemental Account	ing Data	Obligation Amount
AL	ACRN Change 57 03600 290 3630 6	+\$13,000.00		
	New ACRN Amount:	\$113,000.00		
	Funding breakdown:	On CLIN 000111: +\$13	3,000.00	
	PR/MIPR:	GWSSN007205816 \$13	3,000.00	
	JON: 666A0200	WBS:		
	Descriptive data: CCC: 6SAR00 REF: AF Form 616, A	dvice No. H00000G0730299), dated 12 JUL 2000).

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AQ	ACRN Establish 57 13600 291 47WL	\$270,000.00	
	New ACRN Amount:	\$270,000.00	
	Funding breakdown:	On CLIN 000115: +\$270,000.00	
	PR/MIPR:	GWSSN017200179 \$270,000.00	
	JON: 666A0200	WBS:	
	Descriptive data: CCC: 6SAR00 Complete		

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGA	ATED
AA	000101	64,600.00	
AB	000102	373,341.00	
AC	000103	14,000.00	
AD	000104	25,000.00	
AE	000105	14,294.00	
AF	000106	204,085.00	
AG	000107	40,000.00	
AH	000108	235,000.00	
AJ	000109	130,000.00	
AK	000110	297,131.00	
AL	000111	113,000.00	
AM	000112	75,000.00	NOTE: Funds to be expended by 30 Sep 00
AN	000113	250,000.00	
AP	000114	357,000.00	
AQ	000115	270,000.00	
TOTAL C	BLIGATED	2,497,451.00	

Additionally, the previous modification (000121) included the wrong cost amount of \$513,735.00. The correct cost amount is \$515,144.00 corrected hereby.

^{4.} Except as noted above, all terms and conditions of subject remain the same.

	AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRACT		1. CONTRACT U - CPFF		PAGE OF PAGES 1 of 4
2. A	MENDMENT/MODIFICATION NO	S EFFECTIVE DATE 000CT02	REQUISITION/PU See Section (}	CONTRACTOR OF THE PARTY OF THE	5, PROJE	CT NO. (If applicable)
6. 15	SUED BY AFRUSNKD CODE	FA8650	7. ADMINISTERED B	Y (If other	than Item 6)	CO	DE S0514A
AIR 231 WR STE	F/AFMC FORCE RESEARCH LABORATORY DEIGHTH STREET, BUILDING 167 GHT-PATTERSON AFB OH 45433-7 VEN L. WILLIS (937) 656-9837 e.Willis@wpafb.af.mil		DCMC SAN DIE 7675 DAGGET S SAN DIEGO CA	TREET			
8. N	ME AND ADDRESS OF CONTRACTOR (No.,	street, county, State and ZIP Cod	(e)	(X) (A. AMENDMENT O	OF SOLICITAT	TION NO.
AVI	/ INC. DNICS SYSTEMS DIVISION : RANCHO CARMEL M/S RC2/2639	MAILING	G DATE	5	B. DATED (SEE IT	EM 11)	
SAM	DIEGO CA 92128	007.0	0.0000	100	OA. MODIFICATIO	N OF CONTR	ACT/ORDER NO.
(619) 592-3641 SAN DIEGO, COUNTY	0010	2 2000	X	F33615-9	7-D-1045 0	1001
See	DD254 for Cleared Address				OB. DATED (SEE /	TEM 13)	
000	65409	FACILITY CODE		1	12 NOV 19	97	
	11, THIS	ITEM ONLY APPLIES TO	AMENDMENTS	OF SOL	CITATIONS		
(a) subm REC If by to the	must acknowledge receipt of this amendment p By completing Items 8 and 15, and returning tisc, or (c) By separate letter or telegram whic IIVED AT THE PLACE DESIGNATED FOR THE into of this amendment you desire to change as acticulation and this amendment, and is received ACCOUNTING AND APPROPRIATION DATA (copies of the amendment h includes a reference to the solic RECEIPT OF OFFERS PRIOR of utility already submitted, such ch d prior to the opening hour and da	t, (b) By acknowledging clizion and amendment TO THE HOUR AND Do lange may be made by	receipt of I numbers.	his amendment on a FAILURE OF YO IFIED MAY RESUL	each copy of t DUR ACKNOV T IN REJECT	VLEDGMENT TO BE ION OF YOUR OFFER.
-	See Section G	M APPLIES ONLY TO MO	ODIFICATION OF	CONTR	ACTS/ORDERS		
		FIES THE CONTRACT/O				.,	
60	A. THIS CHANGE ORDER IS ISSUED PUR 10A.		ANGES SET FORTH IN				
	 THE ABOVE NUMBERED CONTRACTA appropriation date, etc.) SET FORTH IN 	ORDER IS MODIFIED TO REFLE TITEM 14, PURSUANT TO THE	CT THE ADMINISTRA AUTHORITY OF FAR 4	TIVE CHA 3.103(b).	NGES (such as cha	nges In paying	g office,
Х	C. THIS SUPPLEMENTAL AGREEME 52.243-2 Changes — Cost Re		SUANT TO AUTHOR	RITY OF:			
	D. OTHER (Specify type of modification	n and authority)					
E.	IMPORTANT: Contractor Is not.	is required to sign this docum	nent and return 1 copie	s to the is:	suing office.		
14	DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Grganized by UGF section h	eadings, including solic	lation/cont	ract subject matter v	where feesible	Ú,
PRO	JECT: INCORPORATION OF ADDITIO JECT ENGINEER: LYDIA HARRIS, AFI NCE OFFICE: WEST ENTITLEMENT O	RL/SNAR, (937) 255-5854 B		S OH 432	18-2381 (HQ03	39	
1	as provided herein, all terms and conditions of	the document referenced in Item		100		100	orce and effect.
15A.	NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND	TITLE OF	SIGNER (Type or p	rint)	
Do	nie BMCGuingess	Contract War.	BETTIE L.		Y		
158	CENTRACTOR/OFFEROR	15C, DATE SIGNED	Geal UNITED STA	TBS 95 A	MERICA A		16C, DATE SIGNED
Y	taux BM Luni	Citar	* Xulii	0.	Tully		2 Oct m
. (ignature of person authorized to sign)	Depit 28	(Signature of	Contraction		IDADD CO.	V 0/CE 10
PREV	540-01-152-6070 IDUS EDITION UNUSABLE Vrite Version 3.85	30-105			Presi	oribed by GS (48 CFR) 53	

 Pursuant to the "Changes" clause (FAR 52.243-02), the above numbered delivery order is hereby amended to reflect the incorporation of additional work within the scope of the contract, as defined in the modification to the Statement of Work, dated 11 SEPAUG 00, attached hereto for the following amount:

> Cost: \$513,735.00 Fee: \$35,926.00 CPFF: \$551,070.00

- 2. As a result of paragraph 1 above, said delivery order is specifically modified as set forth below:
 - a. Section A Cover Page

The total amount in Block 20 (cover page) is increased by \$551,070.00. As a result, the face value is increased by \$551,070.00, thereby making a new total contract price of \$2,499,941.00.

- b. Section B Supplies or Services is modified as follows:
- (1) The additional amount allotted is \$357,000.00 which covers all contractual items under Delivery Order #1 through 10 JAN 2001, in accordance with the contractor's letter dated 14 SEP 2000 encorporated herein by reference. NOTE that the total amount allotted for Delivery Order #1 (and all modifications) is hereby currently \$2,214,451.00 (reference Section G herein).
 - (2) Line item 0001 is modified as follows:

ITEM	SUPPLIES OR SERVICE	Qty S Purch Unit	Unit Price Total Item Amount
0001	CLIN Change Noun: Total Quantity: New Total Item Amount: ACRN: Security: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data:	LO RESEARCH AND DATA 1 \$2,499,941.00 9 U N - Not Applicable U - COST PLUS FIXED FEE DESTINATION DESTINATION DESTINATION	\$2,499,941.00 +\$551,070.00

Conduct research and data in accordance with the Statement of Work (SOW) entitled "Communication, Navigation, Identification (CNI) Technology Research (CTR)" included in Delivery Order #1 as attachment #1, as modified by attachment #1 dated 11 SEP 2000, attached herein.

000114

CLIN Establish

Noun:

Funding Info Only

ACRN:

۸D

+\$357,000.00

c. Section G - Contract Administration Data is modified as follows:

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AP	ACRN Establish 57 03600 290 47GB	696999 H26140 59700 000000 667100 F67100	\$357,000.00
	New ACRN Amount:	\$357,000.00	
	Funding breakdown:	On CLIN 000114: +\$357,000.00	
	PR/MIPR:	GWSSN007205876 \$292,000.00 GWSSN007205879 \$30,000.00 GWSSN007205872 \$35,000.00	
	JON: 666a0200	WBS:	
	Ref: DD Form 448 N46TG0	005300240, dated 22AUG00 for the \$292,000.00 005300243, dated 22AUG00 for the \$35,000.00 005300246, dated 23AUG00 for the \$30,000.00	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED	
AA	000101	64,600.00	
AB	000102	373,341.00	
AC	000103	14,000.00	
AD	000104	25,000.00	
AE	000105	14,294.00	
AF	000106	204,085.00	
AG	000107	40,000.00	
AH	000108	235,000.00	
AJ	000109	130,000.00	
AK	000110	297,131.00	
AL	000111	100,000.00	
AM	000112	110,000.00	NOTE: Funds to be expended by 30 Sep 00
AN	000113	250,000.00	1101E. I diled to be experided by 30 dep 00
AP	000114	357,000.00	
TOTAL OBLIGATED		2,214,451.00	

 This Supplemental Agreement con contract, including the clause entitled hereby. 	stitutes full settlement of any claims of the Contractor under the "Changes', arising out of or by reason of the changes effected	

11SEP2000

Modification #000121 to the Statement of Work For F33615-97-D-1045, DO#1

- A requirement exists in the Automatic Target Recognition (ATR)
 Technology Division (AFRL/SNA), Reference Systems Branch
 (AFRL/SNAR) to continue critical laboratory research and provide support to high visibility programs in the Advanced Concepts Exploration (ACE) facility. During the past two years, there has been a strong emphasis on GPS Modernization and the ACE Team has been in the forefront of research, development, and evaluations.
- 2. The contractor shall complete a battery of tests and evaluations in support of the GPS Antenna System (GAS) 1N program for the Navy.
- 3. The contractor shall purchase laboratory hardware and procure materials to fabricate and tests two antenna electronics test sets.
- The contractor shall identify and correct any problems, anomalies, or other shortcomings in the current system that become apparent during testing.

2. AMENDMENT MODIFICATION NO.	- Company of the Comp			U - CPFF		1 of 2
20	3. EFFECTIVE DATE 00JUL24	REQUISITION/PURCHASE REQ.NO. See Section G See Section G		ECT NO. (If applicable		
6. ISSUED BY AFRL/SNKD COD		7. ADMINISTERED BY (Wother than Item 6) CODE			ODE S0514A	
USAF/AFMC AIR FORCE RESEARCH LABORATO 2310 EIGHTH STREET, BUILDING 16 WRIGHT-PATTERSON AFB OH 4543 KEVIN G. DOUCET, 2D LT 937-65 Kevin.doucet@wpafb.af.mil	7 3-7801	DCMC SAN DIEG 7675 DAGGET ST SAN DIEGO CA	REET	T SUITE 200 I-2241		
3. NAME AND ADDRESS OF CONTRACTOR (A	io., street, county, State and ZIP Co	ode)	(X)	9A. AMENDMENT C	F 501 1017	7.0000
TRW INC.			27	OV. VINICIADIMENT C	IF SULICITY	ATION NO.
AVIONICS SYSTEMS DIVISION DNE RANCHO CARMEL M/S RC2/26:		G DATE		9B. DATED (SEE IT)	EM 11)	
SAN DIEGO CA 92128		4 2000	-	10A. MODIFICATION	LOE CONT	OLOV OBDES
619) 592-3641 SAN DIEGO, COUNTY	, 001 4		5-00 A	F33615-97		
See DD254 for Cleared Address			X	108. DATED (SEE IT		0001
ODE 65409	FACILITY CODE			12 NOV 199		
11. Th	IS ITEM ONLY APPLIES T	O AMENDMENTS O	F SOI	LICITATIONS	31	100000
The above numbered solicitation is amended	as set forth in Item 14. The hour and	date specified for receipt of C	offers		is extended,	is not extended
IT MC A. THIS CHANGE ORDER IS ISSUED I	TEM APPLIES ONLY TO M DIFIES THE CONTRACT/O PURSUANT TO: (Limitation o	ORDER NO. AS DESC	CRIBI	ED IN ITEM 14.		RE MADE IN THE
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTI	CT/ORDER IS MODIFIED TO REFI HIN ITEM 14, PURSUANT TO THE	ECT THE ADMINISTRATION FOR 43.1	/E CH/ 103(b).	ANGES (such as chan		
The state of the s		RSUANT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modifical	ation and authority)					TTERT
. IMPORTANT: Contractor is n	ol, is required to sign this docu	ment and returnc	opies to	o the issuing office.		
DESCRIPTION OF AMENDMENT/MODIFIC					here feasible	e.)
CUBJECT: INCREMENTAL FUND ROJECT ENGINEER: LYDIA HAI INANCE OFFICE: WEST ENTITE OLUMBUS OH 43218-2381 (CC) the Contracting Officer's email additions as provided herein, all terms and conditions	ING RRIS, AFRL/SNAR, (937 EMENT OPERATIONS, DDE: HQ0339) ress is: Bettie.Steely@w) 255-4854 X4168 P O BOX 182381 pafb.af.mil				
A. NAME AND TITLE OF SIGNER (Type or prin	O	16A. NAME AND TITE	LE OF	SIGNER (Type or pri		urce and enect.
		BETTIE L. S		_Y		
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	ON ONITED STATE		MERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Co	ntracti	ng Officer)	- 1	at yell or
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	30-105			V (4-6-6-6-6-7)		RM 30 (REV.10-83)
THE THE PART OF TH				/ /Prescr	ribed by G	S.D.

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$35,000.00, thereby making a revised amount allotted of \$1,857,451.00 which covers all contractual items through 20 October 2000. The dollar amount and time specified are in accordance with the contractors letter dated 20 July 2000 incorporated herein by reference.

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	Appropriation/Lmt Subhead/Supplemental Accounting Data		
AM	ACRN Change 97 X4930 NH3P 000	+\$35,000.00		
	New ACRN Amount:	\$110,000.00		
	Funding breakdown:	On CLIN 000112:	+\$35,000.00	
	PR/MIPR:	GWSSN007205753	\$35,000.00	
	Descriptive data: JON: 666A0200 CCC: 6SAR00 (Ref: DD FM 448 N66	00100MP00253, AME	ND 02, dtd 05 June 2000)	for the \$35k

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED	
AA	000101	64,600.00	
AB	000102	373,341.00	
AC	000103	14.000.00	
AD	000104	25,000.00	
AE	000105	14,294.00	
AF	000106	204,085.00	
AG	000107	40,000.00	
AH	000108	235,000.00	
AJ	000109	130,000.00	
AK	000110	297,131.00	
AL	000111	100,000.00	
AM	000112	110,000.00	NOTE: Funds to be expended by 30 Sep 00
AN	000113	250,000.00	note. Tunus to be expended by 30 Sep 00
TOTAL OBL	IGATED	1,857,451.00	

	AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRA	CT	U - CPFF	CODE	1 of 3
114	AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 00JUL10	REQUISITION/PURCHASE R See Section G		REQ.NO.	5. PROJEC	T NO. (If applicable)
6.	ISSUED BY AFRUSNKD CODE	FA8650	7. ADMINISTERED BY (If other than Item 6) CODE T			DE S0514A	
All 23 Wi ST	SAF/AFMC R FORCE RESEARCH LABORATORY 10 EIGHTH STREET, BUILDING 167 RIGHT-PATTERSON AFB OH 45433-7 EVEN L. WILLIS (937) 656-9837 eve.Willis@wpafb.af.mil		DCMC SAN D 7675 DAGGE SAN DIEGO	IEGO F STREET	SUITE 200		300140
8. 1	NAME AND ADDRESS OF CONTRACTOR (No., s	street, county, State and ZIP Co.	de)	(X) T	9A. AMENDMENT OF	SOLICITATI	ON NO
10000	WINC.	2255					0.1.110.
	TONICS SYSTEMS DIVISION	MAILI	NG DATE		9B. DATED (SEE ITE	M 11)	
	NE RANCHO CARMEL M/S RC2/2639						
	N DIEGO CA 92128	.1111	1 0 2000		10A. MODIFICATION	OF CONTRA	CT/ORDER NO.
0.00	9) 592-3641 SAN DIEGO, COUNTY	001	1 0 2000	X	F33615-97-		01
cor	e DD254 for Cleared Address 65409	FACILITY CODE			10B. DATED (SEE ITE	100 to 100	
COL	47.00		O MICHELIE		12 NOV 199	7	
F	The above numbered solicitation is amended as a	ITEM ONLY APPLIES T		11200 May 1 2 C C C C C	ICITATIONS		
If by	mitted, or (c) By separate letter or telegram which CEIVED AT THE PLACE DESIGNATED FOR THE virtue of this amendment you desire to change an le solicitation and this amendment, and is received ACCOUNTING AND APPROPRIATION DATA (II. See Section G	MECEIPT OF OFFERS PRIOR offer already submitted, such of prior to the opening hour and defrequired) MAPPLIES ONLY TO MITTER THE CONTRACT/OUT SUANT TO: (Limitation of DRDER IS MODIFIED TO REFLITEM 14, PURSUANT TO THE NOT IS ENTERED INTO PUR	ODIFICATION O RDER NO. AS D Funds Clause) ECT THE ADMINISTI AUTHORITY OF FAR	F CONTR DESCRIBE THE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN RATIVE CHAN	FAILURE OF YOU DIFIED MAY RESULT I OF letter, provided each ACTS/ORDERS, ED IN ITEM 14. IGES SET FORTH IN I	JR ACKNOWL IN REJECTIO telegram or k	LEDGMENT TO BE IN OF YOUR OFFER. etter makes reference
	IMPORTANT: Contractor is not, [DESCRIPTION OF AMENDMENT/MODIFICATION	The state of the second second second second	State of the Control	200000000	The same of the sa	noro foscible l	
PR FIN CO The Exce 15A.	BJECT: INCREMENTAL FUNDING OJECT ENGINEER: LYDIA HARR IANCE OFFICE: WEST ENTITLEN ILLUMBUS OH 43218-2381 (CODE of Contracting Officer's email address of a sprovided herein, all terms and conditions of the NAME AND TITLE OF SIGNER (Type or print) CONTRACTOR/OFFEROR (Signature of person authorized to sign)	IS, AFRL/SNAR, (937) IENT OPERATIONS, I E: HQ0339) s is: Bettie.Steely@w	pafb. af.mil 9A or 10A, as hereto 16A, NAME AN BETTIE Contractin 16B, ONITED S BY	fore changed D TITLE OF L. STEEL g Officer	SIGNER (Type or prin .Y MERICA or Officer)		C. DATE SIGNED
NSN	7540-01-152-8070	30-105			STAND	DARD FOR	M 30 (REV.10-83)

ConWrite Version 3.61

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$50,000.00, thereby making a revised amount allotted of \$1,822,451.00 which covers all contractual items through 03 NOV 2000. The dollar amount and time specified are in accordance with the contractors letter dated 15 JUN 2000 incorporated herein by reference.

ITEM	SUPPLIES OR SERV	/ICES	Qty Purch Unit	Unit Price Total Item Amount
000112	CLIN Change Noun: ACRN: Descriptive Data:	Funding Info Only AM	+\$50,000.00	
Funding In	fo Only			

, J

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Ad	counting Data	Obligation Amount
AM	ACRN Change 97 X4930 NH3P 000	77777 0 2F 8E0030 D	00MP00253AA 066001	+\$50,000.00
	New ACRN Amount:	\$75,000.00		
	Funding breakdown:	On CLIN 000112:	+\$50,000.00	
	PR/MIPR:	GWSSN007205741	\$50,000.00	
	ACRN AM Obligation Amount is in ACRN Description cha JON: CCC: (REF:	ncreased by \$50,000.0 inged from 666A0200 6SAR00	30 May 00) for the \$50k. 0 0MP00253, DTD, 28 MAR 0	00)
	CCC:	666A0200 6SAR00 DD FM 448 N660010	0MP00253, DTD. 30 MAY 0	00) FOR THE

PR GWSSN007205741 added for \$50,000.00

ACRN	SUBCLIN NO.	TOTAL OBLIGATED	
AA	000101	64,600.00	
AB	000102	373,341.00	
AC	000103	14,000.00	
AD	000104	25,000.00	
AE	000105	14.294.00	
AF	000106	204,085,00	
AG	000107	40,000.00	
AH	000108	235,000.00	
LA	000109	130,000.00	
AK	000110	297,131.00	
AL	000111	100,000.00	
AM	000112	75,000.00	NOTE: Funds to be expended by 30 Sep 00
AN	000113	250,000.00	The TELL Talles to be expelled by 50 Sep 00
TOTAL OBLI	GATED	1,822,451,00	

AMENDMENT OF SOLICITA	TION/MODIFICATION	N OF CONTRAC	СТ	1. CONTRACT		PAGE OF PAGES
AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 00JUN07	4. REQUISITION/	PURCHASE			1 of 3 ECT NO. (If applicable)
6. ISSUED BY AFRUSNKD CODE	FA8650	See Section G 7. ADMINISTERED BY (If other than item 6) CODE			one l costat	
USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-78 KEVIN G. DOUCET, 2D LT 937-656-90 kevin.doucet@wpafb.af.mil		DCMC SAN DI 7675 DAGGET SAN DIEGO C	EGO STREET	SUITE 200		DDE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., si	treet, county, State and ZIP Co	orie)	[00]	OA ALIFERDATED		
TRW INC. AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	225-2	ING DATE		9A. AMENDMENT 9B. DATED (SEE)		TION NO.
SAN DIEGO CA 92128	JUN	0 7 2000		10A. MODIFICATIO	N OF CONT	RACT/ORDER NO.
(619) 592-3641 SAN DIEGO, COUNTY	, , , , , , , , , , , , , , , , , , ,	0 . 2000	X		7-D-1045	0001
See DD254 for Cleared Address CODE 65409	T = 1 = 1 = 2 = 2 = 2			10B, DATED (SEE)	TEM 13)	
	FACILITY CODE			12 NOV 19	97	
The above numbered solicitation is amended as se	TEM ONLY APPLIES T			LICITATIONS		
X A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/OF sppropriation date, etc.) SET FORTH IN I	APPLIES ONLY TO M SES THE CONTRACT/C SUANT TO: (Limitation of RDER IS MODIFIED TO REFL TEM 14, PURSUANT TO THE	Funds Clause) ECT THE ADMINISTR AUTHORITY OF FAR	THE CHAN	ED IN ITEM 14, IGES SET FORTH II INGES (such as cha	N ITEM 14 AF	
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PUR	RSUANT TO AUTHO	ORITY OF:			
D. OTHER (Specify type of modification IMPORTANT: Contractor is not	11.11.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2					
	_ s required to sign this docu	ment and return	_ copies to	the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS FINANCE OFFICE: WEST ENTITLEM COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email address Except as provided herein, all terms and conditions of the 5A. NAME AND TITLE OF SIGNER (Type or print)	S, AFRL/SNAR, (937 ENT OPERATIONS, : HQ0339) : is: Bettie.Steely@w) 255-4854 X416 P O BOX 18238 pafb.af.mil	58 11 ore changed		d and in full fo	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	BETTIE Obntracting	L. STEEL Officer	Y		
TO THE PROPERTY AND ADDRESS OF THE PARTY.	130. DATE SIGNED	199 WILLE	4	Lulia		IGC. DATE SIGNED
(Signature of person authorized to sign)			of Contractin	7.4	- 4	Jun 00
JSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-105			STAN	DARD FOR	RM 36 (REV.10-83)
ConWrite Version 3.60					ribed by GS (48 CFR) 53	

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$275,000.00, thereby making a revised amount allotted of \$1,772,451.00 which covers all contractual items through 27 October 2000. The dollar amount and time specified are in accordance with the contractors letter dated 30 May 2000 incorporated herein by reference.

ITEM	SUPPLIES OR SER	VICES	Qty Purch Unit	Unit Price Total Item Amount
000112	CLIN Establish Noun: ACRN:	Funding Info Only AM	+\$25,000.00	
000113	CLIN Establish Noun: ACRN:	Funding Info Only AN	+\$250,000.00	

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AM	ACRN Establish 97 X4930 NH3P 000	77777 0 2F 8E0030 D00MP00253AA 066001	\$25,000.00
	New ACRN Amount:	\$25,000.00	
	Funding breakdown:	On CLIN 000112: +\$25,000.00	
	PR/MIPR:	GWSSN007205684 \$25,000.00	
	Descriptive data: JON: 666A0200 CCC: 6SAR00 (Ref: DD FM 448 N66	00100MP00253, dtd. 28 Mar 00)	
AN	ACRN Establish 57 03600 290 3630 6	373028 070000 00000 35164F 672300 F7230	\$250,000.00
	New ACRN Amount:	\$250,000.00	
	Funding breakdown:	On CLIN 000113: +\$250,000.00	
	PR/MIPR:	GWSSN007205513 \$250,000.00	
	Descriptive data: JON: 666A0200 CCC: 6SAR00 (Ref: AF FM 616 \$H00	000G0730227, dtd 17 Feb 00)	

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN,

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	130,000.00
AK	000110	297,131.00
AL	000111	100,000,00
AM	000112	25,000.00
AN	000113	250,000.00
TOTAL OBLI	GATED	1,772,451.00

NOTE: Funds to be expended by 30 Sep 00

AMENDMENT OF SOLICITA	ATION/MODIFICATION	OF CONTRACT	U - CPI	FF CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 00APR13	REQUISITION/PURCH See Section G	ASE REQ.NO.	5. PROJ	ECT NO. (If applicable)
6. ISSUED BY AFRUSNKD CODE USAF/AFMC	FA8650	7. ADMINISTERED BY (I			ODE S0514A
AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7 STEVEN L. WILLIS (937) 656-9837 Steve.Willis@wpafb.af.mil		7675 DAGGET STR SAN DIEGO CA 92	EET SUITE 200 ?111-2241		
B. NAME AND ADDRESS OF CONTRACTOR (No.,	street, county, State and ZIP Cox	[(x	LOS SMENDAEN	T-05-001/01#1	
TRW INC.	MAILING I	1979	9A. AMENDMEN	I OF SOLICITA	TION NO.
AVIONICS SYSTEMS DIVISION ONE RANCHO CARMEL M/S RC2/2639	MAILING	DATE	9B. DATED (SEE	ITEM 11)	77
SAN DIEGO CA 92128	APR 13	2000	10A MODIFICAT	TON OF CONT	RACT/ORDER NO.
(619) 592-3641 SAN DIEGO, COUNTY)		-97-D-1045	
See DD254 for Cleared Address		/	10B. DATED (SEE		0001
DODE 65409	FACILITY CODE		12 NOV 1		*
	ITEM ONLY APPLIES TO				
The above numbered solicitation is amended as a Offers must acknowledge receipt of this amendment p				is extended,	is not extended
(a) By completing items 8 and 15, and returningsubmitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE I by virtue of this amendment you desire to change and the solicitation and this amendment, and is received the solicitation of the solicita	RECEIPT OF OFFERS PRIOR offer already submitted, such of prior to the opening hour and do	TO THE HOUR AND DATE	bers. FAILURE OF	YOUR ACKNO	WLEDGMENT TO BE
13. THIS ITE	M APPLIES ONLY TO MO	DDIFICATION OF COL	NTRACTS/ORDER	RS,	
X)	FIES THE CONTRACT/O				
CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/C	ORDER IS MODIFIED TO REFLE	CT THE ADMINISTRATIVE	CHANGES (outle on al		
appropriation date, etc.) SET FORTH IN	TIEM 14, PURSUANT TO THE	AUTHORITY OF FAR 43.10	3(b),	nangeo in payin	y once,
C. THIS SUPPLEMENTAL AGREEMEN		SUANT TO AUTHORITY	OF:		
D. OTHER (Specify type of modification	n and authority)				
. IMPORTANT: Contractor is not, [is required to sign this docum	nent and returncop	ies to the issuing office	4	
 DESCRIPTION OF AMENDMENT/MODIFICATION 	ON (Organized by UCF section h	eadings, including solicitation	v/contract subject matte	or where feasible	2.)
SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLEN	IS, AFRL/SNAR, (937) MENT OPERATIONS, F	255-4854 X4168 O BOX 182381			
COLUMBUS OH 43218-2381 (CODE The Contracting Officer's email addres	E: HQ0339) s is: Bettie.Steely@ws	s.wpafb.af.mil			
xcept as provided herein, all terms and conditions of t	he document referenced in Item	9A or 10A, as heretofore cha	inged, remains unchan	ged and in full fo	orce and effect.
5A. NAME AND TITLE OF SIGNER (Type or print)		BETTIE L. ST Contracting Office	EELY	print)	
5B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	168 UNITED STATES			16C. DATE SIGNED
(Signature of person authorized to sign)	20.405	\(\) (Signature of Cont			3 Upr 00
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE OnWrite Version 3.51	30-105		Pre	ANDARD FOR scribed by GS R (48 CFR) 53	

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$50,000.00, thereby making a revised amount allotted of \$1,497,451.00 which covers all contractual items through 27 Oct 2000. The dollar amount and time specified are in accordance with the contractors letter dated 13 Apr 2000 incorporated herein by reference.

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	Appropriation/Lmt Subhead/Supplemental Accounting Data				
AK	ACRN Change 57 03600 290 47WL	+\$50,000.00				
	New ACRN Amount:	\$297,131.00				
	Funding breakdown:	On CLIN 000110:	+\$50,000.00			
	PR/MIPR:	GWSSN007205567	\$50,000.00			
	Descriptive data: JON:666A0200 CCC:6SAR00 Complete					

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204.085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	130,000.00
AK	000110	297,131.00
AL	000111	100,000.00
TOTAL OBL	IGATED	1,497,451.00

	AMENDMENT OF S	OLICITA	TION/MODIFICA	TION O	FCONTRAC	Т	U - CPFF		PAGE OF PAGES
16	MENT/MODIFICATION NO.		3. EFFECTIVE DATE 00MAR29	4	REQUISITION/PI	JRCHAS	E REQ.NO.	5. PROJE	ECT NO. (If applicable)
6. ISSUEE	BY AFRL/SNKD	CODE	FA8650	7	ADMINISTERED	BY (If of	her than item 6)	C	DDE S0514A
2310 EK WRIGHT STEVEN	FMC RCE RESEARCH LABO GHTH STREET, BUILD -PATTERSON AFB OF I L WILLIS (937) 65 illis@wpafb.af.mil	ING 167 H 45433-78		7	CMC SAN DIE 875 DAGGET : AN DIEGO CA	STREE	T SUITE 200 1-2241		
8 NAME A	IND ADDRESS OF CONTRA	TOR /Mo. e	front sounts State and 2	710 0 111		T 86 1			
TRW INC		a row ino." s				(X)	SA. AMENDMENT C	OF SOLICITA	TION NO.
AVIONIC	S SYSTEMS DIVISION NCHO CARMEL M/S R		MAILI	NG DA	TE		9B DATED (SEE IT	EM 11)	
	GO CA 92128		MAR	29 20	nn		10A, MODIFICATION	N OF CONTR	RACT/ORDER NO.
	2-3641 SAN DIEGO, CO		Piran	-0 -0		X	F33615-97	7-D-1045 (0001
	54 for Cleared Address		Maria de Santino de Servicio				10B. DATED (SEE /7	EM 13)	
CODE	65409	44 711101	FACILITY CODE				12 NOV 199	97	
	above numbered solicitation is		TEM ONLY APPLIE		And the Control of th	5 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LICITATIONS		
(X) A. B.	THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IT THE ABOVE NUMBERED Compropriation date, etc.) SE THIS SUPPLEMENTAL A	IT MODIF SSUED PURS EM 10A. ONTRACT/OI I FORTH IN I	RDER IS MODIFIED TO TEM 14, PURSUANT TO	OT/ORDS	ER NO. AS DE nds Clause)) t THE ADMINISTRA HORITY OF FAR 4	SCRIB THE CHA TIVE CH. 3.103(b).	ED IN ITEM 14. NGES SET FORTH IN ANGES (such as chan	ITEM 14 AR	
				71 ONGUA	MI TO AUTHOR	di i Or			
D.	OTHER (Specify type of a	modification	and authority)					IBEU	
	ORTANT; Contractor								
SUBJEC PROJEC FINANCI COLUME The Cont Except as pri	RIPTION OF AMENDMENTAL F T ENGINEER: LYDI E OFFICE: WEST EI BUS OH 43218-2381 tracting Officer's ema ovided herein, all terms and of AND TITLE OF SIGNER (Typ.	A HARRI NTITLEM (CODE ill address onditions of th	S, AFRL/SNAR, (ENT OPERATION HQ0339) Sis: Bettie.Steely	(937) 25 NS, P O @ws.wp	5-4854 X4168 BOX 182381 pafb.af.mil r 10A, as heretofor	8 e change NTLE OF	d, remains unchanged SIGNER (Type or pri	and in full fo	
15B, CONTR	RACTOR/OFFEROR		15C. DATE SIGN	NED	Contracting (Officer			16C. DATE SIGNED
			1 50	1	Julie	X.	Steely		20 64
(Signatu NSN 7540-0	re of person authorized to sigi 1-152-8070	n)	30-105		Signature of	Contract		Carried Street, Street	29 Mar 20 RM 30 (REV. 10-83)
							BIAN	PARD FOR	rm on (UEA: 10-00)

PREVIOUS EDITION UNUSABLE ConWrite Version 3.51

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$100,000.00, thereby making a revised amount allotted of \$1,447,451.00 which covers all contractual items through 27 OCT 2000. The dollar amount and time specified are in accordance with the contractors letter dated 10 MAR 2000 incorporated herein by reference.

B. Section B - Supplies or Services is modified below:

ITEM	SUPPLIES OR SERV	ICES	Qty Purch Unit	Unit Price Total Item Amount
000111	CLIN Establish Noun: ACRN: Descriptive Data: Funding Info Only	Funding Info Only AL	y +\$100,000.00	

C. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AL	ACRN Establish 57 03600 290 3630	\$100,000.00	
	New ACRN Amount:	\$100,000.00	
	Funding breakdown:	On CLIN 000111: +\$100,000.00	
	PR/MIPR:	GWSSN007205485 \$100,000.00	
	Descriptive data: JON: 666A0200 CCC: 6SAR00 Ref. AF Form 616, Ad ACRN AL: ACRN Esta	lvice No. H00000G0730235, dated 29 FEB 2	000.

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	130,000.00
AK	000110	247.131.00
AL,	000111	100,000.00
TOTAL OBLI	GATED	1,447,451.00

AMENDMENT OF SOLICITAT	TION/MODIFICATION	N OF CONTRAC	CT T	1. CONTRACT		PAGE OF PAGES
AMENDMENT/MODIFICATION NO. 15 6. ISSUED BY AFRUSHIND CORE.	3. EFFECTIVE DATE 00FEB03	REQUISITION/ See Section	0.000		1 of 2 ECT NO. (If applicable)	
G. ISSUED BY AFRLISNKD CODE USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-78 STEVEN L. WILLIS (937) 656-9837 Steve.Willis@wpafb.af.mil	FA8650	7. ADMINISTERED DCMC SAN DI 7675 DAGGET SAN DIEGO C	BY (# other EGO STREET	SUITE 200	Co	DDE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., str	pet, county, State and ZIP Co.	de)	T(X) T	A AMELICANELY		
MILITARY ELECTRONICS AND AVIONICS ONE RANCHO CARMEL	IP.	ING DATE		98. DATED (SEE II		TION NO.
SAN DIEGO CA 92128 (619) 592-3641 SAN DIEGO, COUNTY See DD254 for Cleared Address	FEB	0 3 2000	X		7-D-1045 0	
CODE 65409	FACILITY CODE	754		0B. DATED (SEE II 12 NOV 19		
11. THIS IT	EM ONLY APPLIES TO	O AMENDMENTS	OF SOL	ICITATIONS	91	
RECEIVED AT THE PLACE DESIGNATED FOR THE RI If by virtue of this amendment you desire to change an of to the solicitation and this amendment, and is received pr 12. ACCOUNTING AND APPROPRIATION DATA (if n See Section G 13. THIS ITEM IT MODIFIE (X) X THIS CHANGE ORDER IS ISSUED PURSUANT A.) THE CHANGES SET FORTH IN ITEM 14 B. THE ABOVE NUMBERED CONTRACTION appropriation date, etc.) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification as	APPLIES ONLY TO MO ES THE CONTRACT/O TO: (Limitation of Fundance MADE IN THE CONTRA DER IS MODIFIED TO REFLE EM 14, PURSUANT TO THE	DDIFICATION OF RDER NO. AS DE CT ORDER NO. ITEM CT THE ADMINISTRA AUTHORITY OF FAR.	CONTRA SCRIBE	ACTS/ORDERS D IN ITEM 14.	h telegram or	letter makes reference
E. IMPORTANT: Contractor is not,	is required to sign this docum	neut and solven	coniac to	the incolor office	-	
14. DESCRIPTION OF AMENDMENT/MODIFICATION SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS FINANCE OFFICE: WEST ENTITLEME COLUMBUS OH 43218-2381 (CODE: The Contracting Officer's email address Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	(Organized by UCF section he i, AFRL/SNAR, (937) INT OPERATIONS, F HQ0339) is: Bettie,Steely@ws	255-4854 X416 O BOX 18238 .wpafb.af.mil	tation/conti	act subject matter w	and in full for	
		BETTIE L Contracting	Officer			
(Signature of person authorized to sign)	15C. DATE SIGNED	BY CLUE (Signature o	L.	Stuly Officers		6C. DATE SIGNED
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-105			STAN	DARD FOR	M 30 (REV.10-83)

PREVIOUS EDITION UNUSABL ConWrite Version 3,40

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$127,131.00, thereby making a revised amount allotted of \$1,347,451.00 which covers all contractual items through 26 MAY 2000. The dollar amount and time specified are in accordance with the contractors letter dated 02 FEB 2000 incorporated herein by reference.

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	head/Supplemental Accounting Data	Obligation Amount
AK	ACRN Change 57 03600 290 47WL	63666A 6SAR00 05000 63253F 503000 F03000	+\$127,131.00
	New ACRN Amount:	\$247,131.00	
	Funding breakdown:	On CLIN 000110: +\$127,131.00	
	PR/MIPR:	GWSSN007205316 \$127,131.00	
82	Descriptive data: JON:666A0200 CCC:6SAR00 Complete ACRN AK Obligation Amount is in	ncreased by \$127,131.00 3 added for \$127,131.00	

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14.294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	- 000108	235,000.00
AJ	000109	130,000.00
AK	000110	247,131.00
TOTAL OBI	LIGATED	1,347,451.00

	AMENDMENT OF SOLICITA	TION/MODIFICATION	OF CONTRAC	T	1. CONTRACT U - CPEF	ID CODE	PAGE OF PAGES 1 of 2
	AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 1999DEC09	REQUISITION/P See Section	URCHASE	2 20 20	5. PROJE	CT NO. (If applicable)
6.	SSUED BY AFRL/SNKD CODE	FA8650	7 ADMINISTEDED BY WELLER BY BY				
Alf 23 Wi ST	SAF/AFMC R FORCE RESEARCH LABORATORY 10 EIGHTH STREET, BUILDING 167 RIGHT-PATTERSON AFB OH 45433-78 EVEN L. WILLIS (937) 255-5252 ve.willis@ws.wpafb.af.mil	001	DCMC SAN DIE 7675 DAGGET SAN DIEGO C	EGO STREET	SUITE 200		DE S0514A
8. 1	NAME AND ADDRESS OF CONTRACTOR (No., st	reet, county, State and ZIP Coo	le)	100 19	A. AMENDMENT C	E SOLICITA	TON NO
MIL	W AVIONICS & SURVEILLANCE GROU LITARY ELECTRONICS AND AVIONICS IE RANCHO CARMEL	JP	ING DATE		B. DATED (SEE IT)		ION NO.
	N DIEGO CA 92128	DEC	0 9 1999	1	OA. MODIFICATION	OF CONTR	ACT/ORDER NO.
	9) 592-3641 SAN DIEGO, COUNTY 9 DD254 for Cleared Address	DEC	0 9 1999	X	F33615-97		001
COL		FACILITY CODE		1	OB. DATED (SEE IT		
-		TEM ONLY APPLIES TO	AMENDMENTO	05.501	12 NOV 199	97	
-	The above numbered solicitation is amended as se				CHATIONS		
(a) subtraction (a) subtraction (a) subtraction (a) subtraction (b) subtraction (a) subtraction (b) subtraction (b) subtraction (b) subtraction (c) subtractio	nitled; or (c) By separate letter or telegram which EIVED AT THE PLACE DESIGNATED FOR THE F virtue of this amendment you desire to change an a e solicitation and this amendment, and is received publication G. 13. THIS ITEM IT MODIFIED THIS CHANGE ORDER IS ISSUED PURSUANT A. ITHE CHANGES SET FORTH IN ITEM 14. ITHE ABOVE NUMBERED CONTRACTION appropriation date, etc.) SET FORTH IN IT. C. THIS SUPPLEMENTAL AGREEMEN D. OTHER (Specify type of modification.)	copies of the amendment includes a reference to the solit RECEIPT OF OFFERS PRIOR offer already submitted, such charior to the opening hour and description of the opening hour and the opening hour are made in the contract of the opening hour and authority)	(b) By acknowledging itation and amendment to THE HOUR AND to ange may be made by the specified. DDIFICATION OF RDER NO. AS DESCRIPTION OF RDER NO. AS DESCRIPTION OF THE ADMINISTRATION OF FAR SUANT TO AUTHO	CONTRA CO	ACTS/ORDERS D IN ITEM 14.	ach copy of the UR ACKNOW IN REJECTI the telegram or	ne offer VLEDGMENT TO BE ON OF YOUR OFFER, letter makes reference
E.	IMPORTANT: Contractor is not,						153
SUI PRO FIN CO The	DESCRIPTION OF AMENDMENT MODIFICATION BJECT: INCREMENTAL FUNDING OJECT ENGINEER: LYDIA HARRI- IANCE OFFICE: WEST ENTITLEM LUMBUS OH 43218-2381 (CODE Contracting Officer's email address pt as provided herein, all terms and conditions of the NAME AND TITLE OF SIGNER (Type or print)	S, AFRL/SNAR, (937) ENT OPERATIONS, F : HQ0339) is: Bettie.Steely@ws	255-4854 X416 O BOX 18238 s.wpafb.af.mil	8 1		and in full fo	
						ni)	
15B.	CONTRACTOR/OFFEROR	15C, DATE SIGNED	DETTIE I Contracting			1	6C. DATE SIGNED
		1000	BY Jellie	£.,	July		2 1
	Signature of person authorized to sign) 7540-01-152-8070	20.105	(Signature o	of Contractin		0.400	1 Dec 99
MON	(340-01-132-0010	30-105			SIAN	UARD FOR	RM 30 (REV.10-83)

PREVIOUS EDITION UNUSABLE ConWrite Version 3,40

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$60,000.00, thereby making a revised amount allotted of \$1,220,320.00 which covers all contractual items through 27 Mar 2000. The dollar amount and time specified are in accordance with the contractors letter dated 7 Dec 99 incorporated herein by reference.

B. Section G - Contract Administration Data is modified as indicated below:

ACRN	Appropriation/Lmt Sub	phead/Supplemental A	ccounting Data	Obligation Amount
AK	ACRN Change 57 03600 290 47WL	+\$60,000.00		
	New ACRN Amount:	\$120,000.00		
	Funding breakdown:	On CLIN 000110:	+\$60,000.00	
	PR/MIPR:	GWSSN007205094	\$60,000.00	
	Descriptive data: JON:666A0200 CCC:6SAR00 Complete			

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	130,000.00
AK	000110	120,000.00
TOTAL OBL	IGATED	1,220,320.00

	AMENDMENT OF SOLICITAT	ION/MODIFICATION	N OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES 1 of 3
	AMENDMENT/MODIFICATION NO. F33615-97-D-1045 000113	3. EFFECTIVE DATE 990CT26	4. REQUISITION/PU	RCHASE	32,000		CT NO. (If applicable)
6,	ISSUED BY AFRUSNKD CODE	FA8650	7. ADMINISTERED B	3 SY (If other	or those (from \$1		- Western
Al 23 W ST	SAF/AFMC R FORCE RESEARCH LABORATORY 10 EIGHTH STREET, BUILDING 167 RIGHT-PATTERSON AFB OH 45433-780 EVEN L. WILLIS (937) 255-5252 EVE.willis@ws.wpafb.af.mil	1	DCMC SAN DIEG 7675 DAGGET S SAN DIEGO CA	GO TREET	SUITE 200	CC	S0514A
8.	NAME AND ADDRESS OF CONTRACTOR (No., stre	et. county. State and 7IB Co.	r(a)				
MI ON	W AVIONICS & SURVEILLANCE GROU LITARY ELECTRONICS AND AVIONICS IE RANCHO CARMEL N DIEGO CA 92128	MAILIN	IG DATE		BA AMENDMENT (EM 11)	
	9) 592-3641 SAN DIEGO, COUNTY	OCT 2	26 1999		IOA. MODIFICATIO		ACT/ORDER NO.
Se	DD254 for Cleared Address			X	SEE BLOC		
COL	DE 65409	FACILITY CODE		1	12 NOV 19	000-5770	
	11. THIS IT	EM ONLY APPLIES TO	O AMENDMENTS O	OF SOL	ICITATIONS	37	
12.	See Section G 13. THIS ITEM ATT MODIFIE	APPLIES ONLY TO MO	ODIFICATION OF C	ONTR	ACTS/ORDERS	,	
(X)		S THE CONTRACT/O		CRIBE	D IN ITEM 14.		
X	THIS CHANGE ORDER IS ISSUED PURSUANT 1 A.) THE CHANGES SET FORTH IN ITEM 14.4 B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT	RE MADE IN THE CONTRA DER IS MODIFIED TO REFLE EM 14, PURSUANT TO THE	CT ORDER NO. ITEM 1 ECT THE ADMINISTRAT AUTHORITY OF FAR 43	IVE CHA .103(b)	NGES (such as char	iges in paying	office,
	D. OTHER (Specify type of modification a	nd authority)					
	IMPORTANT: Contractor is not.					rhare feasible	3
SU PR FIN CO The	BJECT: INCREMENTAL FUNDING OJECT ENGINEER: LYDIA HARRIS ANCE OFFICE: WEST ENTITLEME LUMBUS OH 43218-2381 (CODE: Contracting Officer's email address in pt as provided herein, all terms and conditions of the	, AFRL/SNAR, (937) NT OPERATIONS, F HQ0339) s: Bettie.Steely@ws) 255-4854 X4168 P O BOX 182381 s.wpafb.af.mil				
	NAME AND TITLE OF SIGNER (Type or print)		BETTIE L.	TLE OF S	SIGNER (Type or pr		
South	CONTRACTOR/OFFEROR	15C. DATE SIGNED	BY SELLE	Z.	Such		6C. DATE SIGNED 26 Oct 99
	Signature of person authorized to sign) 7540-01-152-8070	30-105	(Signature of t	Jontractin	The same of the sa		RM 30 (REV.10-83)

PREVIOUS EDITION UNUSABLE ConWrite Version 3.21 STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243 A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$60,000.00, thereby making a revised amount allotted of \$1,160,320.00 which covers all contractual items through 14 Feb 2000. The dollar amount and time specified are in accordance with the contractors letter dated 19 Oct 99, incorporated herein by reference.

B. Section B - Supplies or Services is modified below.

ITEM	SUPPLIES OR SERV	/ICES	Qty Purch Unit	Unit Price Total Item Amount
000110	CLIN Establish Noun: ACRN: Descriptive Data: Funding Info Only	Funding Info Only AK	+\$60,000.00	

C. Section G - Contract Administration Data is modified below.

ACRN	Appropriation/Lmt Sub	head/Supplemental Ad	counting Data	Obligation Amount
AK	ACRN Establish 57 03600 290 47WL	\$60,000.00		
	Funding breakdown:	On CLIN 000110:	+\$60,000.00	
	PR/MIPR:	GWSSN007205053	\$60,000.00	
	Descriptive data: JON:666A0200 CCC:6SAR00 Complete			

PAYMENT INSTRUCTIONS

SUBCLIN NO.	TOTAL OBLIGATED
000101	64,600.00
000102	373,341.00
000103	14,000.00
000104	25,000.00
000105	14,294,00
000106	204,085.00
000107	40,000.00
	235,000.00
000109	130,000.00
000110	60,000.00
GATED	1,160,320.00
	000101 000102 000103 000104 000105 000106 000107 000108 000109 000110

2. AMERICANDERIA ACCOUNTY SEP 28 1999 WILLIARY ELECTRONICS AND AVIONICS NOR RANCHO CAMBE SAN DIEGO CA 92128 (69) \$62.0000 (69) \$62.0000 (69) \$62.0000 (69) \$62.0000 THE allow numbered subclustion is mended as set bith in ten 14. The hour and date specified for menigle of Other (and amendment) of the submitted o			ATION/MODIFICATIO	N OF CONTRAC	Т	U - CPFF	ID CODE	PAGE OF PAGES 1 of 3
USAF/APMC AR FORCE RESEARCH LABORATORY 250 O STREET, BUILDING 7 WRIGHT-PATTERSON APE OH 4543-7607 STEVEN L WILLIS (937) 255-5622 steve willing@vs. wpaff.o.d.mi 8. NAME AND ADDRESS OF CONTRACTOR (No., Smet. county, 56th and 2P Coox) MILITARY ELECTRONICS AND AVIONICS NO. RANCHO CAMBEL SAN DIEGO CA 92111-2241 8. NAME AND ADDRESS OF CONTRACTOR (No., Smet. county, 56th and 2P Coox) MILITARY ELECTRONICS AND AVIONICS MAILING DATE ONE RANCHO CAMBEL SAN DIEGO CA 92128 (SP) 582-3841 SAN DIEGO, COUNTY See DIC254 for Cloared Address 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS 12. NOV 1997 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS 13. THIS stove mandement put delice to chappe an officer of the property of the following methods: (a) By sequential before or designant which includes a reference to the solicitation or as memoded by one of the following methods: (b) By sequential before or designant which includes a reference to the solicitation or as memoded by one of the following methods: (c) By sequential before or designant which includes a reference to the solicitation or as memoded by any of the offer mandement or comment of the solicitation or as memoded as year of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation or as memoded by a receipt of the solicitation and amendement members. (a) By sequential before the solicitation and amendement members.	F33615-97-D-1045 00	0112	3. EFFECTIVE DATE 99SEP28	See Section G			100000000000000000000000000000000000000	
MAILING DATE ONE RANCHO CARMEL SAN DIEGO CA 92128 SEP 28 1999 X 10A. MODIFICATION OF CONTRACT/ORDER NO. SEE BLOCK 2 10B. DATED (SEE ITEM 11) 11. THIS ITEM ONLY APPLIES TO AMENŮMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in ten 14. The hour and date specified for receipt of Offers 11. THIS ITEM ONLY APPLIES TO AMENŮMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in ten 14. The hour and date specified for receipt of Offers (a) By completing items 8 and 15, and returning cookies of the amendement of this amendement on each copy of the offer subcritical or (c) By separate better or telegram which includes a reference to the solicitation and amendement provided as the solicitation and subcrowledge receipt of Offers Price To The Hour and date specified for receipt of Offers or the solicitation and this amendment provided each telegram or letter, provided each telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment place that is received from the three price TO THE HOUR AND DATE SPECIFIED MAY RESCRIPTED AND RES	USAF/AFMC AIR FORCE RESEARC 2530 C STREET, BUIL WRIGHT-PATTERSON STEVEN L WILLIS (steve.willis@ws.wpafb.a	H LABORATORY LDING 7 AFB OH 45433-7 937) 255-5252 f.mil	607	DCMC SAN DIE 7675 DAGGET SAN DIEGO CA	GO STREET	SUITE 200	Co	ODE S0514A
MAILING DATE ONE RANCHO CARMEL SAN DIEGO, COUNTY See DD254 for Cleared Address CDDE 85409 In this stock numbered solicitation is amended as set form in the 14. The hour and date specified for receipt of Offices The above numbered solicitation is amended as set form in the 14. The hour and date specified for receipt of Offices The above numbered solicitation is amended as set form in the 14. The hour and date specified for foreign of Offices The above numbered solicitation is amended as set form in the 14. The hour and date specified for freeign of Offices The above numbered solicitation of a semended as set form in the 14. The hour and date specified for freeign of Offices The above numbered solicitation of the amendment of the amen	8. NAME AND ADDRESS OF	CONTRACTOR (No.,	street, county, State and ZIP Co	xde)	(X)	9A. AMENDMENT O	F SOLICITA	TION NO
(819) 592-3641 SAN DIEGO, COUNTY See DD254 for Cleared Address The above numbered solicidation is mended as set forth in tiem 14. The hour and cate specified for receipt of Office The above numbered solicidation is mended as set forth in tiem 14. The hour and cate specified for receipt of Office The above numbered solicidation is mended as set forth in tiem 14. The hour and cate specified for receipt of Office Offices must enchrowledge receipt of this amendment price to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and eluming submitted or (b) By speciment before the hour and date specified in the solicitation and amendment, and it is not enclosed. (b) By completing items 8 and 15, and eluming submitted or (b) By speciment before the hour and date specified for receipt of this amendment on each copy of the offer submitted or (b) By speciment before the control of the specified of the specified for the price of the specified of the specifi	MILITARY ELECTRONIC ONE RANCHO CARMEI	CS AND AVIONIC	s MAILING			98. DATED (SEE IT)	EM 11)	
See BDZ54 for Cleared Address CDD 65409 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS 12 NOV 1997 11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS The above numbered solicitation is amended as set form in time 14. The hour and date specified for recept of offices is extended. It is not endeded. Officer must acknowledge receipt of this amendment prior to the hour and date specified for recept of offices is extended, by one of the following methods: (a) By completing terms and 15, and returning copies of the amendment (b) 8y acknowledging receipt of this amendment on each copy of the offer submitted or (c) 8y separate better or telegram prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (b) By compared the compared of the solicitation and amendment numbers. FALLOW OF YOUR ACROWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE ADDRESS AS INCIDENT OF THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER to the solicitation and this amendment, and its received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Section G 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. THIS CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. A THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR AS 103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not. in required to sign this document and return		GO, COUNTY	SEP 2	8 1999	1000000			RACT/ORDER NO.
11. THIS ITEM AND PLIES TO AMENÔMENTS OF SOLICITATIONS The above numbered solicitation is amended as set form in item 14. The hour and date specified for receipt of Offices The above numbered solicitation is amended as set form in item 14. The hour and date specified for receipt of Offices The above numbered solicitation is amended as set form in item 14. The hour and date specified for receipt of Offices Standard	See DD254 for Cleared	Address						
The above numbered solicitation is amended as set both in titen 14. The hour and date specified for receipt of offices Offices must acknowledge receipt of this amendment prior to the hour and date specified for receipt of offices (b) By completing items 6 and 15, and returning copies of the amendment (b) 8y acknowledging receipt of this amendment on each copy of the offer subshibition (c) 6y 6y separate the letter or belogners which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND PATE SPECIFIED WAY RESULT IN REJECTION OF YOUR OFFER RECEIPT OF OFFICES PRIOR TO THE HOUR AND THE PATE OF THE P	CODE 65409					12 NOV 100		
This change capter solicitation is immediated as set both in item 14. The hour and date specified for receipt of Offices The above numbered solicitation is immediated as set both in item 14. The hour and date specified in the solicitation or as ammediated, by one of the following methods:		11. THIS	ITEM ONLY APPLIES T	O AMENDMENTS	OF SOL	ICITATIONS		
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Limitation of Funds Clause A.) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACTORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return oopies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRUSNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettile. Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) BETTIE L. STEELY (Signature of person authorized to sign) 30-105 STANDARD FORM 30 (REV 10.83) STANDARD FORM 30 (REV 10.83) STANDARD FORM 30 (REV 10.83)	If by virtue of this amendment yo to the solicitation and this amend 12. ACCOUNTING AND APPE	u desire to change an Iment, and is received	offer already submitted, such c prior to the opening hour and d	TO THE HOOK AND D	ATE SPEC elegram o	IFIED MAY RESULT r letter, provided each	IN REJECT telegram or	ION OF YOUR OFFER.
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Limitation of Funds Clause A. J THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACTORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43, 103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not. is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettie. Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) BETTIE L. STEELY (Signature of person authorized to sign) STANDARD FORM 30 (REV 10.83) STANDARD FORM 30 (REV 10.83) STANDARD FORM 30 (REV 10.83)		13. THIS ITEM	APPLIES ONLY TO M	ODIFICATION OF	CONTRA	ACTS/ORDERS,		
D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettie. Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16S. STANDARD FORM 30 (REV.10.83) STANDARD FORM 30 (REV.10.83)	B. THE ABOVE NUME appropriation date,	S ISSUED PURSUAN ET FORTH IN ITEM 1 ERED CONTRACT/O efc.) SET FORTH IN	T TO: (Limitation of Fun 4 ARE MADE IN THE CONTRA ROER IS MODIFIED TO REFL ITEM 14, PURSUANT TO THE	nds Clause ACT ORDER NO. ITEM ECT THE ADMINISTRA' AUTHORITY OF FAR 4	10A. TVE CHAP 3.103(b).		ges in paying	office,
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettie. Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15B. VNITED STATES OF AMERICA 16C. DATE SIGNED 15Signature of person authorized to sign) NSN 7540-01-152-8070 STANDARD FORM 30 (REV 10.83)	C. THIS SUPPLEME	NTAL AGREEMEN	IT IS ENTERED INTO PUR	SUANT TO AUTHOR	ITY OF:		_	
SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettie.Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 18S. TANDARD FORM 30 (REV. 10.83) STANDARD FORM 30 (REV. 10.83)	D. OTHER (Specify	type of modification	and authority)					
SUBJECT: INCREMENTAL FUNDING PROJECT ENGINEER: LYDIA HARRIS, AFRL/SNAR, (937) 255-4854 X4168 FINANCE OFFICE: WEST ENTITLEMENT OPERATIONS, P O BOX 182381 COLUMBUS OH 43218-2381 (CODE: HQ0339) The Contracting Officer's email address is: Bettie. Steely@ws.wpafb.af.mil Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) BETTIE L. STEELY 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 18Y JULY 18Y								
15A. NAME AND TITLE OF SIGNER (Type or print) BETTIE L. STEELY 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY CSignature of person authorized to sign) NSN 7540-01-152-8070 30-105	SUBJECT: INCREMENT PROJECT ENGINEER FINANCE OFFICE: WI COLUMBUS OH 43218 The Contracting Officer Except as provided herein, all ten	NTAL FUNDING LYDIA HARRI EST ENTITLEM I-2381 (CODE 's email address ns and conditions of the	S, AFRL/SNAR, (937) ENT OPERATIONS, I E HQ0339) S is: Bettie Steely@ws) 255-4854 X4168 P O BOX 182381 s.wpafb.af.mil				
(Signature of person authorized to sign) BY Struck S. Struck 28 App 99 NSN 7540-01-152-8070 30-105 STANDARD FORM 30 (REV 10.83)	ISA. NAME AND TITLE OF SIGI	NER (Type or print)		16A. NAME AND T	TLE OF S	IGNER (Type or prin		
(Signature of person authorized to sign) (Signature of Contracting Officer) STANDARD FORM 30 (REV 10.83)	ISB. CONTRACTOR/OFFEROR		15C. DATE SIGNED	6 -	ES OF AM	1-1		1
	NSN 7540-01-152-8070		30-105		Contracting	g Officer)		

PREVIOUS EDITION UNUSABLE ConWrite Version 3,21 STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.243 A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$20,000.00, thereby making a revised amount allotted of \$1,100,320.00 which covers all contractual items through 17Jan00. The dollar amount and time specified are in accordance with the contractors letter dated 27Sep99, incorporated herein by reference.

B. Section B - Supplies or Services is modified below.

ITEM	SUPPLIES OR SER	RVICES	Qty Purch Unit	Unit Price Total Item Amount
000109	CLIN Change Noun: ACRN:	Funding Info Only AJ	+\$20,000.00	To the state of th

C. Section G - Contract Administration Data is modified below.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount					
AJ	ACRN Change 57 93600 299 4730 673028 012340 00000 35164F 672300 F72300	+\$20,000.00					
	Funding breakdown: On CLIN 000109: +\$20,000.00						
	PR/MIPR: GWSSN997205944 \$20,000.00						
	Descriptive data: JON:666A0200 CCC:6SAR00 Ref. AF Form 185, Project Order No. Q000CZ73900018, 08Jan99	JON:666A0200 CCC:6SAR00					
	ACRN AJ Obligation Amount is increased by \$20,000.00 ACRN Description changed from JON:666A0200CCC:6SAR00REF: AF FORM 616, ADVICE NO. H00000G9730299, CHANGE 01, DATED 11MAY99.ADDJON:666A0200CCC:6SAR00REF: AF FORM 616, ADVICE NO. H00000G9730336, DATED 03AUG99.						
	JON:666A0200CCC:6SAR00REF. AF FORM 185, PROJECT ORDER Q000CZ73900018, 08JAN99, ADDJON:666A0200CCC:6SAR00REF: ADVICE NO. H00000G9730299, CHANGE 01, DATED 11MAY99.ADDJON:666A0200CCC:6SAR00REF: AF FORM 616, ADVH00000G9730336, DATED 03AUG99. PR GWSSN997205944 added for \$20,000.00	AF FORM 616,					

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	130,000.00
TOTAL OBL	IGATED	1,100,320.00

AMENDMENT OF SOLI	CITATION/MODIFICATIO	N OF CONTRACT	1. See Bloc		PAGE OF PAGES 1 of 3
AMENDMENT/MODIFICATION NO. F33615-97-D-1045 000111	3. EFFECTIVE DATE	REQUISITION/PURCHAS See Section G	24-2000 EVE	1970	ECT NO. (If applicable)
6. ISSUED BY AFRUSNIKD COUNTY OF THE PROOF O	433,7607	7. ADMINISTERED BY (IF of DCMC SAN DIEGO 7675 DAGGET STREE SAN DIEGO CA 921	ET SUITE 200	cc	DDES0514A
8. NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State and ZIP Co.	POR DATE (X)	9A. AMENDMENT	OF SOLICITA	TION NO
TRW AVIONICS & SURVEILLANCE MILITARY ELECTRONICS AND AVI ONE RANCHO CARMEL	ONICS	NG DATE	98. DATED (SEE I		
SAN DIEGO CA 92128 (619) 592-3641 SAN DIEGO, COUN See DD254 for Cleared Address		X X	SEE BLOC 10B. DATED (SEE)	CK 2	RACT/ORDER NO.
CODE 65409	FACILITY CODE		12 NOV 19		
11. The above numbered solicitation is amend	THIS ITEM ONLY APPLIES T	O AMENDMENTS OF SO	DLICITATIONS		
submitted; or (c) By separate letter or telegran RECEIVED AT THE PLACE DESIGNATED FOI If by virtue of this amendment you desire to char to the solicitation and this amendment, and is re 12. ACCOUNTING AND APPROPRIATION D	nge an offer already submitted, such o ceived prior to the opening hour and d	TO THE HOUR AND DATE SPI	ECIFIED MAY RESUL or letter, provided ea	T IN REJECTI ch lelegram or	ON OF YOUR OFFER. letter makes reference
11 M	ITEM APPLIES ONLY TO M	ODIFICATION OF CONT	RACTS/ORDERS	S,	
X THIS CHANGE ORDER IS ISSUED PUR A. J. THE CHANGES SET FORTH IN I B. THE ABOVE NUMBERED CONTR	The Control of the Co	nds Clause ACT ORDER NO, ITEM 10A.		nges in paying	roffice,
C. THIS SUPPLEMENTAL AGRE	EMENT IS ENTERED INTO PUR	RSUANT TO AUTHORITY OF			
D. OTHER (Specify type of modifi	cation and authority)				
E. IMPORTANT: Contractor is	not, is required to sign this docu	ment and return copies	to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFI SUBJECT: INCREMENTAL FUNI PROJECT ENGINEER: LYDIA H/ FINANCE OFFICE: WEST ENTIT COLUMBUS OH 43218-2381 (C The Contracting Officer's email ad	CATION (Organized by UCF section to DING ARRIS, AFRL/SNAR, (937) LEMENT OPERATIONS, I CODE: HQ0339) dress is: Bettie.Steely@ws	headings, including solicitation/co) 255-4854 X4168 P O BOX 182381 s.wpafb.af.mil	ntract subject matter v		
Except as provided herein, all terms and condition	as of the document referenced in Item	9A or 10A, as heretofore change	ed, remains unchange	d and in full for	rce and effect.
15A. NAME AND TITLE OF SIGNER (<i>Typ</i> s or pr	intj	BETTIE L. STEE		int)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	160 UNITED STATES OF	Stuly		8 Aug 99
(Signature of person authorized to sign) NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 3.11	30-105	(Signature of Contract	STAN Preso		M 30 (RE 10-83)

- A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$50,000.00, thereby making a revised amount allotted of \$1,080,320.00 which covers all contractual items through 00JAN04. The dollar amount and time specified are in accordance with the contractors message dated 16Aug99, incorporated herein by reference.
- B. Section B Supplies or Services is modified below.
- C. Section G Contract Administration Data is modified below.

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	110,000.00
TOTAL OBL	IGATED	1,080,320.00

ITEM	SUPPLIES OR SERVIC	ES	Qty Purch Unit	Unit Price Total Item Amount
000109	CLIN Change Noun: ACRN: Descriptive Data: FUNDING INFO ONLY	Funding Info Only AJ	+\$50,000.00	

Obligation ACRN Appropriation/Lmt Subhead/Supplemental Accounting Data Amount AJ ACRN Change +\$50,000.00 57 93600 299 4730 673028 012340 00000 35164F 672300 F72300 Funding breakdown: On Clin 000109: +\$50,000.00 PR/MIPR: GWSSN997205810 \$50,000.00 Descriptive data: JON:666A0200 CCC:6SAR00 Ref: AF Form 616, Advice No. H00000G9730299, Change 01, dated 11May99. add JON:666A0200 CCC:6SAR00 Ref: AF Form 616, Advice No. H00000G9730336, dated 03Aug99. Obligation Amount is increased by \$50,000.00 ACRN Description changed from JON:666A0200CCC:6SAR00REF: AF FORM 616, ADVICE NO. H00000G9730299, CHANGE 01, DATED 11MAY99.

JON:666A0200CCC:6SAR00REF: AF FORM 616, ADVICE NO. H00000G9730299, CHANGE 01, DATED 11MAY99.ADDJON:666A0200CCC:6SAR00REF: AF FORM 616,

ADVICE NO. H00000G9730336, DATED 03AUG99. PR GWSSN997205810 added for \$50,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONT	CONTRACT ID CODE PAGE		
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ.NO.	Block #2	0. (If applicable)	
F33615-97-D-1045 000110 6. ISSUED BY AFRL/SNKD CODE	MAIL DATE	See Sectio	n G		о. (п. оружилиство)	
AFRL/SNKD USAF/AFMC	FA8650	7. ADMINISTERED BY (If other	er than Item 6)	in Item 6) CODE S0514A		
AIR FORCE RESEARCH LABORATOR	V pinc 7	DCMC SAN DIEGO	400 cn co	REC TRANSPORT		
2530 C STREET	I, DDDG /	7675 DAGGET STRE		E 200		
WRIGHT-PATTERSON AFB OH 4543	3-7607	SAN DIEGO CA 9	2111-2241			
[20] 프리크 : 10:20 - 10	255-5252					
STEVE.WILLIS@WS.WPAFB.AF.MIL						
8. NAME AND ADDRESS OF CONTRACTOR (No., st	reet, county, State and ZIP Co.	de) (x) (s	A AMENDMEN	IT OF SOLICITATI	ION NO	
TRW AVIONICS & SURVEILLANCE (TO SOLICITATI	ON NO.	
MILITARY ELECTRONICS AND AVIO	# # # # # # # # # # # # # # # # # # #	G DATE	B. DATED (SE	FITEM (1)		
ONE RANCHO CARMEL			100			
SAN DIEGO CA 92128	11 M 1	8 1999	IOA. MODIFICA	TION OF CONTRA	CT/ORDER NO	
(619) 592-3641 SAN DIEGO,	COUNTY JUN 1	O 1939	SEE BLO		ononocinio.	
			IOB. DATED (SE			
CODE 65409	FACILITY CODE		12 NOV	110 200		
II. TH	IS ITEM ONLY APPLIES T	O AMENDMENTS OF SOLIC				
The above numbered solicitation is amended as se	forth in Item 14. The hour and o	date specified for receipt of Offers	Г	is extended,	is not extended.	
			L	_	Is not exceeded.	
Offers must acknowledge receipt of this amendment pri	or to the hour and date specifie	ed in the solicitation or as amended	f, by one of the fo	oflowing methods:		
(a) By completing Items 8 and 15, and returning	copies of the amendmen	t; (b) By acknowledging receipt of	thic amendment	on each const of the	a affici	
submitted; or (c) By separate letter or telegram which	includes a reference to the soli	estation and amondment numbers	EARLIDE OF	WOULD A CHANGE	CERON PENET TO CO	
RECEIVED AT THE PLACE DESIGNATED FOR THE F If by virtue of this amendment you desire to change an o	offer already submitted, such of	hanne may be made by telegroom o	OFFIED MAY RES	SULT IN REJECTION	ON OF YOUR OFFER.	
to the solicitation and this amendment, and is received p	prior to the opening hour and da	ate specified.	a reaser, provided	each telegram or	letter makes reference	
12. ACCOUNTING AND APPROPRIATION DATA (IF	noquined)	C. Carrier Committee				
SEE SECTION G	тоциносу					
13. THIS IT	EM APPLIES ONLY TO M	ODIFICATION OF CONTRAC	TS/ORDERS,			
(X)						
X A THIS CHANGE ORDER IS ISSUED PURS	UANTTO: (Limitation	of Funds Clause) THE	CHANGES SET	FORTH IN ITEM 1	4 ARE MADE IN THE	
B. THE ABOVE NUMBERED CONTRACT/OF	ODED IS MODIFIED TO DEEL	ECT THE ADMINISTRATING OUR	NOTE (
appropriation date, etc.) SET FORTH IN I	TEM 14, PURSUANT TO THE	AUTHORITY OF FAR 43,103(b).	NGES (such as	changes in paying	office,	
C. THIS SUPPLEMENTAL AGREEMEN		9-4-4000 - CHRISTO STEELS (CONTROL OF CONTROL OF CONTR				
D. OTHER (Specify type of modification	and authority)					
E. IMPORTANT: Contractor is not, is not	uired to sign this document on	d return copies to the issui	na office			
	parrou to aight this document tan	a return copies to the issui	ny onice.			
 DESCRIPTION OF AMENDMENT/MODIFICATION 	N (Organized by UCF section h	eadings, including solicitation/con	tract subject mat	for where feasible.,	1	
CUD TROTE. THE DESIGNATION OF THE PERSON OF						
SUBJECT: INCREMENTAL FUNDING		0371 055 4054 9414	50			
PROJECT ENGINEER: LYDIA HARR FINANCE OFFICE: WEST ENTITLE			25			
	DE: HQ0339)	P O DOX 102301				
100	DB. IIQUUUJ					
The Contracting Officer's ema	il address is:	Rettie Steelvaws v	math af	mi 1		
		and the second second	e			
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item	9A or 10A, as heretofore changed 16A. NAME AND TITLE OF C	, remains uncha	nged and in full for	ce and effect.	
TON. TO THE OF SIGNER (Type or print)		IGAL NAME AND TITLE OF C	CHIPOLING (JETICER (Type of	print)	
		BETTIE L. STEEL	Y			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. WNITED STATES OF ALL		116	C. DATE SIGNED	
		Down I	ATTI O	2	\circ	
(Signature of person authorized to sign)		(Signature of Contracting	g Officer) /	1	(Jun 99	
NSN 7540-01-152-8070	30-105	VI-12111V		ANDARD FOR	RM 30 (REV.10-83)	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 3.00

- A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$60,000.00, thereby making a revised amount allotted of \$1,030,320.00 which covers all contractual items through 99Nov30. The dollar amount and time specified are in accordance with the contractors message dated 10Jun99, incorporated herein by reference.
- B. Section B Supplies or Services is modified as follows:

Qty Unit Price ITEM SUPPLIES OR SERVICES Total Item Amount Purch Unit

000109

FUNDING INFO ONLY

acrn: AJ

+\$60,000.00

C. Section G - Contract Administration Data is modified as follows:

Obligation ACRN Appropriation/Lmt Subhead/Supplemental Accounting Data Amount

AJ

57 93600

\$60,000.00 299 4730 673028 012340 00000 35164F 672300 F72300

funding breakdown: On Clin 000109: +\$60,000.00

pr/mipr:

GWSSN997205691 \$60,000.00

descriptive data: JON: 666A20200 CCC: 6SAR00

Reference: AF Form 616, Advice No. H00000G9730299, change 01, dated 11May99.

ACRN AJ: ACRN Establish

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE.	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
AJ	000109	60,000.00
TOTAL OBI	LIGATED	1,030,320.00

** PMS DD350 DATA FOR F3361597D1045000110 (3D) **

99JUN15

(1 OF 1)

10:11

PART A:

A1-TYP-RPT: 0 A2-RPT-NR:

A3-OFC-CD: GR09 A4-OFC-NM: AFRL/SNKD

PART B:

B1A-CONTRACT: F3361597D1045 B1B-ORIGIN: A B2-MOD: 000110 B3-ACTION-DT:

B4-COMPL-DT: 2002NOV11 B5A-KTR-ID-NR: 121713036 B5B-GOVT-AGENCY: N

B5D-KTR-NM: TRW, INC B5C-CAGE-CD: 65409 ONE RANCHO CARMEL

B5E-KTR-ZIP-CD: 92128 B5E-KTR-STR:

B5E-KTR-CITY: SAN DIEGO

B5E-KTR-STATE: CA

B5F-TIN: B5H-PARENT-NM:

B6A-CITY-CD: 66000

B6B-ST-CTRY-CD: 06 B6C-CITY: SAN DIEGO B6C-STATE-CTRY: CALIFORNIA B7-TYPE-OBL: 1 B8-OBLIGATION: \$60,000

B9-FMS: B10-MULTI-YR: N Bll-MULTI-YR-VL: \$0 B12A-FSC-SVC-CD: AC63

B12C-SYS-EQUIP-CD: 000 B12D-SIC-CD: 8731 B12B-DOD-CLAIM: A70

B12E-DESC: AVIONICS CNI EXPLORATION

B13A-CONT-ORDER: 5 B13B-TYPE-IDC: B B13C-MS-AWD-IDC: M B13D-MOD: C

B14-CICA: B

PART C:

C1-SYNOPSIS: A C2-REASON-NOT-SYNOP: C3-EXTENT-COMPETED: A C4-SEA-TRANSPORT: N C5-TYPE-CONTRACT: U C6-NR-OFFERORS-SOL: 2

C7-NR-OFFER-RCVD: 003 C8-SOL-PROCEDURES: B C9-AUTHORITY: C10-LABOR-STATUTE: Z C11-COST-PRICING-CERT: N C12-FINANCING: C13A-PLACE-MANUF: Cl3B-CTRY-ORIGIN-CD: C14-COMMERCIAL-ITEMS: N

PART D:

D1-TYPE-BUSINESS: C D2-RSN-NOT-AWDED-SDB: A D3-RSN-NOT-AWDED-SB: C D4B-TYPE-SDB-SA: D5-ETHNIC-GROUP: D4A-TYPE-SB-SA: A A D4C-HBCU-MI-SA:

D4E-PREMIUM-PCT: D6-WOMEN-OWNED: D7-SBIR-PROGRAM: D8-SUBCONTRACT-PLAN: D D9-DEMO-TEST-PROG: N A

D10-SIZE-SB: D11-EMERGING-SB:

PART E:

E4-CONTINGENCY:

F1-NAME: STEELY BE F3-PHONE: 52206 F4-DATE: 1999JUN15

AMENDMENT OF SOLICITATION	MODIFICATION OF	CONTRACT		1. CONT	RACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. F33615-97-D-1045 000109	3. EFFECTIVE DATE	4. REQUISITION/P	URCHA	SE REQ.NO.	Block #2 5. PROJECT N	1 of 2 NO. (If applicable)
6. ISSUED BY AFRL/SNKD CODE	FA8650	See Section G			L BSM V	
AFRL/SNKD USAF/AFMC	FA0030	7. ADMINISTERED BY (If other than flem 6) CODE			S0514A	
AIR FORCE RESEARCH LABORATOR	ov.	DCMC SAN DI				I Carrier To the
2530 C STREET BLDG 7	CI.	7675 DAGGET			TE 200	
WRIGHT-PATTERSON AFB OH 4543	22 7502	SAN DIEGO	CA	92111-2241	1	
The state of the s	13-1001					
STEVEN L. WILLIS (937)	255-5252					
STEVE.WILLIS@WS, WPAFB.AF.MII	200-0202					
8. NAME AND ADDRESS OF CONTRACTOR (No.,		Language Control				
		ode)	(00)	9A. AMENDMEN	NT OF SOLICITAT	TION NO.
TRW AVIONICS & SURVEILLANCE			-			
MILITARY ELECTRONICS AND AVI	ONICS DIVISION	AH HIA DATE		9B. DATED (SE	E ITEM 11)	
ONE RANCHO CARMEL	M	AILING DATE				
SAN DIEGO CA 92128				10A, MODIFICA	TION OF CONTR	ACT/ORDER NO.
(619) 592-3641 SAN DIE	GO, COUNTY	AY 19 1999	X	SEE BLO	OCK 2	
	26	AI 19 1939	1000	10B, DATED (SE	E /TEM 13)	
CODE 65409	FACILITY CODE			12 NOV		
11. Tr	HIS ITEM ONLY APPLIES	TO AMENDMENTS C	FSO			
The above numbered solicitation is amended as a Offers must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received	copies of the amendment includes a reference to the sol	ed in the solicitation or a nt; (b) By acknowledging licitation and amendmen R TO THE HOUR AND D	s amen receipt	ded, by one of the fit of this amendment ers. FAILURE OF	on each copy of the FYOUR ACKNOW	he offer VLEDGMENT TO BE
12. ACCOUNTING AND APPROPRIATION DATA (I	f required)					
The state of the s	required)					1181
13. THIS I	TEM APPLIES ONLY TO N DIFIES THE CONTRACT/O	MODIFICATION OF C	ONTR	ACTS/ORDERS,		
(X) 1			CRIBE	DINTIEM 14.		
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. ITEM 10A.	SUANT TO: ("LIMITATION OF	FUNDS CLAUSE')	Th	E CHANGES SET	FORTH IN ITEM	14 ARE MADE IN THE
B. THE ABOVE NUMBERED CONTRACTIO	ROFR IS MODIFIED TO PEEL	ECT THE ADMINISTRA	TRAF	I I A LOCA		
appropriation date, etc.) SET FORTH IN	TIEM 14, PURSUANT TO THE	AUTHORITY OF FAR 4	\$3.103(t	b).	changes in paying	j office,
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PUF	RSUANT TO AUTHOR	RITY	F:		-
D. OTHER (Specify type of modification	Control of the state of the sta	N. S. Charles I Scott U.S. Charles	10,000,000			
D. OTHER (Specify type of modification	and authority)					
E. IMPORTANT: Contractor is not, is not		W= 28				
C. MILONYANI, COMMACION SING, SING	equired to sign this document ar	nd return copies	to the is	suing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF section)	headinas, includina solic	itation/c	contract subject mat	tlar whara faselfule	d
12000 120 A.S.		20012000			as misio readable	*
SUBJECT: INCREMENTAL FUNDING						
PROJECT ENGINEER: LYDIA HARI	RIS, AFRL/SNAR,	(937) 255-485	4 X4	186		
FINANCE OFFICE: WEST ENTITLE		, P O BOX 182	381			
COLUMBUS OH 43218-2381 (CO	ODE: HQ0339)					
The Contracting Officers e-ma	il address is: F	BETTIE.STEELY	@WS.	WPAFB.AF.M	IL	
Except as provided herein, all terms and conditions of t	he document referenced in tree	9A or 10A as haratefor	e char	ned remains unab	money and in fall of	rno and effect
15A. NAME AND TITLE OF SIGNER (Type or print)	TOTAL STREET	16A. NAME AND T	ITLE O	F CONTRACTING	OFFICER (Type	or print)
		()			27/24	** **
		BETTIE L				
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	168 LANTED STAT	TES OF	AMERICA	1	6C. DATE SIGNED
		BY Stui	X	Stule	/	la la
(Signature of person authorized to sign)		(Signature of	Contrac			8 May 99
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-105			3	TANDARD FO	RM 30 (REV.10-83)
ConWrite Version 3.00					F/	Prescribed by GSA AR (48 CFR) 53.243

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, Paragraph 2 by \$235,000.00, thereby making a revised amount allotted of \$970,320.00 which covers all contractual items through 1 Oct 99. The dollar amount and time specified are in accordance with the contractors letter dated 12 May 99, incorporated herein by reference.

B. Section B - Supplies or Services is modified as follows:

SUPPLIES OR SERVICES

Qty Purch Unit

Unit Price Total Item Amount

000108

FUNDING INFO ONLY

acrn: AH

+\$235,000.00

C. Section G - Contract Administration Data is modified as follows:

Appropriation/Lmt Subhead/Supplemental Accounting Data

Obligation Amount

AH

57 93600

\$235,000.00 299 47GB 696999 H26142 59200 000000 875800 ASZNOO

funding breakdown:

On Clin 000108:

+\$235,000.00

pr/mipr:

GWSSN997205638

\$235,000.00

descriptive data: JON: 666A0200

6SAR00

REF: DD Form 448s, #N46TG995300154/N46TG995300155 dated 28 Apr 99

The fund cite appears as follows on the DD Form 448s: 5793600 299 47GB 696999 H26142 592 000000 875800 ASZN0029 0AL1 and 5793600 299 47GB 696999 H26142 592 000000 875800 ASZN0029 OAL2

ACRN AH: ACRN Establish

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	40,000.00
AH	000108	235,000.00
TOTAL C	BLIGATED	970,320.00

AMENDMENT OF SOLICITATION	MODIFICATION OF C	ONTRACT			RACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. F33615-97-D-1045 000108	3. EFFECTIVE DATE	4. REQUISITION/PL		REQ.NO.	Block #2 5. PROJECT N	O. (If applicable)
6. ISSUED BY AFRI,/SNKD CODE	FA8650	7. ADMINISTERED	Section BY (Mother		COL	DE L assista
USAF\AFMC AIR FORCE RESEARCH LABORATOR BUILDING 7, 2530 C STREET WRIGHT-PATTERSON AFB OH 4543 BETTIE L. STEELY (937)	YY	DCMC SAN DI 7675 DAGGET SAN DIEGO	EGO STREE	ET SUIT	E 200	DE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, county. State and ZIP Cox	iel	(X)	A ALIENDAREN	IT OF SOLICITAT	1011112
TRW AVIONICS & SURVEILLANCE		~	(A)	AL AMENUMEN	IF OF SOLICITAT	ION NO.
MILITARY ELECTRONICS AND AVI ONE RANCHO CARMEL		AILING DATE	9	B. DATED (SEE	ITEM 11)	m III
SAN DIEGO CA 92128		DD 00 4000	1	OA. MODIFICAT	TION OF CONTRA	ACT/ORDER NO
(619) 592-3641 SAN DI	EGO, COUNTY A	PR 20 1999	x	SEE BLO		ionoriberrio.
				OB. DATED (SE	E ITEM 13)	
CODE 65409	FACILITY CODE			12 NOV	100	
11. Th	IIS ITEM ONLY APPLIES T	O AMENDMENTS O	FSOLIC	TATIONS		
Offers must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE If by virtue of this amendment you desire to change an to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (III) (A) A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMEND.	copies of the amendment includes a reference to the solic RECEIPT OF OFFERS PRIOR offer already submitted, such et prior to the opening hour and de required) TEM APPLIES ONLY TO M DIFIES THE CONTRACT/O SUANT TO: (Limitation RDER IS MODIFIED TO REFLE ITEM 14, PURSUANT TO THE. NT IS ENTERED INTO PUR	to (b) By acknowledging citation and emendment TO THE HOUR AND Down ange may be made by allo specified. ODIFICATION OF CREEN NO. AS DESCRIPTION OF CREEN NO. AS DESCRIPTION OF THE ADMINISTRATION OF FAR 4	numbers. ATE SPEC elegram or DNTRAC CRIBED I SSE) THE (TIVE CHAM 3.103(b).	his amendment. FAILURE OF IFIED MAY RES I letter, provided TS/ORDERS, N ITEM 14.	on each copy of the YOUR ACKNOW ULT IN REJECTIC each telegram or	/LEDGMENT TO BE ON OF YOUR OFFER. letter makes reference
	equired to sign this document an					
FINANCE OFFICE: WEST ENTITLI COLUMBUS OH 43218-2381 (CO) The Contracting Officers e-ma Except as provided herein, all terms and conditions of t 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR	G RIS, AFRL/SNAR, (EMENT OPERATIONS, DE: HQ0339) Ail address is: B	937) 255-485 P O BOX 182 ETTIE.STEELY	1 ×418 31 3WS.WP 3 changed, TLE OF Co	AFB. AF. M remains unchar ONTRACTING C	II. Iged and in full for FFICER (Type o	ce and effect.
(Signature of person authorized to sign) NSN 7540-01-152-8070	20.105	(Signature of t	Contracting		137.6	
NON /040-01-152-80/0	30-105			V S	TANDARD FO	RM 30 (REV.10-83)

PREVIOUS EDITION UNUSABLE ConWrite Version 2.81

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, Paragraph 2 by \$10,000.00, thereby making a revised amount allotted of \$735,320.00 which covers all contractual items through 15 Jul 99. The dollar amount and time specified are in accordance with the contractors message dated 19 Apr 99, incorporated herein by reference.

B. Section B – Supplies is modified as follows:

ITEM SUPPLIES OR SERVICES

Qty Purch Unit Unit Price Total Item Amount

000107

FUNDING INFO ONLY

Acrn: AG

+\$10,000.00

C. Section G - Contract Administration Data is modified as follows:

ACRN Appropriation/Lmt Subhead/Supplemental Accounting Data

Obligation Amount

AG

57 93600

+\$10,000.00 299 4730 673028 056780 00000 35164F 672300 F72300

funding breakdown:

On Clin 000107:

+\$10,000.00

pr/mipr:

GWSSN997205583

\$10,000.00

descriptive data:

JON: 66A0200

CCC: 6SAR00

REF: AF Form 616, #H00000G9730277 dated 25 Mar 99

ACRN AG

Obligation Amount is increased by '\$10,000.00'

PAYMENT INSTRUCTIONS

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600,00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	30,000.00
TOTAL O	BLIGATED	735,320.00

	MENDMENT OF SOLICITATION	ODIFICATION OF	CONTRACT		1, CONTR	RACT ID CODE	PAGE OF PAGES
2. AM	ENDMENT/MODIFICATION NO. F33615-97-D-1045 000107	3. EFFECTIVE DATE	4. REQUISITION/P	URCHASE	REQ.NO.	Block #2 5. PROJECT N	0. (If applicable)
6. ISS	UED BY AFRL/SNKD CODE	FA8650	See 7 ADMINISTERS	Section	n G		
	L/SNKD USAF/AFMC	FA0630	7. ADMINISTERED		r than Item 6)	COE	DE S0514A
	FORCE RESEARCH LAB, BLD	c 7	DCMC SAN D				
WRIC	GHT-PATTERSON AFB OH 454	33-7607	7675 DAGGE			E 200	
STEV	<u> </u>	255-5252	SAN DIEGO	CA 92	2111-2241		
	1377	200 0202					
8. NAM	ME AND ADDRESS OF CONTRACTOR (No.,			-			
mmer.	ALLE ONE OF THE OWNER,		2.	(X) 9	A. AMENDMEN	T OF SOLICITATI	ON NO.
IRW	AVIONICS & SURVELLIANCE TARY ELECTRONICS AND AVI RANCHO CARMEL	GROUP					
MITT	TARY ELECTRONICS AND AVI	ONICS DIVISION	HINO DIE	9	B. DATED (SEE	ITEM 11)	
ONE	RANCHO CARMEL	IN A	ILING DATE				
SAN	DIEGO CA 92128-3499			1	OA. MODIFICAT	TION OF CONTRA	CT/ORDER NO
(619) 592-3641 SAN DIE	GO COUNTY AD	R 1 4 1999	X	SEE BLO		
		Ai	1 1 1 1338	1	OB. DATED (SEE		
CODE	65409	FACILITY CODE			12 NOV		
	11. T	HIS ITEM ONLY APPLIES	TO AMENDMENTS (DE SOLICI	TATIONS	1001	
	The above numbered solicitation is amended as	set forth in item 14. The hour and	date excepted for maniet		TATIONS -		
ш	n vin des Michael New Assets (18 Pod Grand SW) est partir d'in 19 de 19 de	THE HOLD BING	date specified for receipt	or Offers		is extended,	is not extended.
Offers r	nust acknowledge receipt of this amendment p	prior to the hour and date specifi	ed in the solicitation or s	s amondad	burne of the fe	Bendance House	
submitte	y completing items 8 and 15, and returning	copies of the amendmen	nt; (b) By acknowledging	receipt of t	his amendment o	on each copy of th	e offer
RECEIV	ed; or (c) By separate letter or telegram whice /ED AT THE PLACE DESIGNATED FOR THE tue of this amendment you desire to change ar	PECEIDT OF OCCUPE DOLOR	icitation and amendmen	t numbers.	FAILURE OF	YOUR ACKNOW	LEDGMENT TO BE
to the se	ue of this amendment you desire to change are dicitation and this amendment, and is received	offer already submitted, such of	hange may be made by	telegram or	letter, provided	each telegram or I	letter makes reference
NO END OF	olicitation and this amendment, and is received	prior to the opening hour and d	fate specified.			10	1000000
12. A	CCOUNTING AND APPROPRIATION DATA	If required)					
	A CONTRACTOR OF THE PROPERTY O	ANA RESIDEN					
	40 7000						
	IT MC	TEM APPLIES ONLY TO MODIFIES THE CONTRACT/O	MODIFICATION OF C	ONTRAC	TS/ORDERS,		
00				-			
X	THIS CHANGE ORDER IS ISSUED PUR	SUANT TO: (Limitation	of Funds Clas	ise) THE C	HANGES SET	FORTH IN ITEM 1	4 ARE MADE IN THE
	CONTINUE CADEN NO. ITEM TOP						
	 THE ABOVE NUMBERED CONTRACTION appropriation date, etc.) SET FORTH IN 	PRDER IS MODIFIED TO REFL	ECT THE ADMINISTRA	TIVE CHAP	IGES (such as c	hanges in paying	office,
- 0	THIS SUPPLEMENTAL AGREEMEN	HEM 14, PORSUANT TO THE	AUTHORITY OF FAR	13.103(b),		11 W 15051	
100	THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PUR	RSUANT TO AUTHO	RITY OF:			
I	OTHER (Specify type of modification	n and authority					
1.5	o men (opeon) type of mountains	i and addionity)					
	Was to the first terms						
E. IMF	PORTANT: Contractor is not. is not.	equired to sign this document ar	ord return copies	to the lecui-	a office		
14. DE	SCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF section)	headings, including solic	itation/contr	act subject matte	er where feasible.)	
					MINSTER STREET		
SUBJE	THE PERSON NAMED IN CONTRACTOR						
PROJE	SCT ENGINEER: LYDIA HAR	RIS, AFRL/SNAR,	(937) 255-485	4 x418	6		
FINAM	NCE OFFICE: WEST ENTITE	EMENT OPERATIONS,	P O BOX 182	31			
COLUM	4BUS OH 43218-2381 (CO	DE: HQ0339)					
20 20							
The (Contracting Officers e-ma	ail address is: F	Bettie.Steelv	@ws.wp	afb.af.mi	1	
							A
15A. NA	s provided herein, all terms and conditions of t ME AND TITLE OF SIGNER (Type or print)	ne document referenced in Item	9A or 10A, as heretofor	e changed,	remains unchan	ged and in full force	e and effect.
	Tree or stotlet (1) for a plant		164 NAME AND T	TLE OF CO	INTRACTING O	rriCER (Type or	print)
			/ Approprie	COUNTY	v		
15B. CO	NTRACTOR/OFFEROR	15C, DATE SIGNED	BETTIE L	SIEEL	I	1000	
		190. DATE SIGNED	968. UNITED STATE	ES OF AM	7	160	C. DATE SIGNED
100	at a second seco		BXILLE	0).	Allele	11	1/10000
	nature of person authorized to sign) 40-01-152-8070	20.400	\ (Signature of	Contracting		1/7	- upr 47
	40-01-152-80/0	30-105			S	JANDARD FOR	RM 30 (REV.10-83)

ConWrite Version 2.81

A. The above numbered contract is hereby modified by increasing the amount set forth in Section B, paragraph 2 by \$54,085.00, thereby making a revised amount allotted of \$725,320.00 which covers all contractual items through 30 Jun 99. The dollar amount and time specified are in accordance with the contractors message dated 7 Apr 99, incorporated herein by reference.

B. Section B - Supplies or Services is modified as follows:

ITEM SUPPLIES OR SERVICES

Qty Purch Unit

Unit Price Total Item Amount

000106

FUNDING INFO ONLY

acrn: AF

+\$24,085.00

000107

FUNDING INFO ONLY

acrn: AG

+\$30,000.00

C. Section G - Contract Administration Data is modified as follows:

ACRN Appropriation/Lmt Subhead/Supplemental Accounting Data Obligation

Amount

AF

57 93600

+\$24,085.00 299 47WL 63666A 6SAT00 05000 63253F 503000 F03000

funding breakdown: On Clin 000106:

+\$24,085.00

pr/mipr:

GWSSN997205564

\$24,085.00

descriptive data: JON: 666A0200

CCC: 6SAT00

Obligation Amount is increased by '\$24,085.00'

ACRN Description is established as

'JON: 666A0200 CCC: 6SAT00'

PR GWSSN997205564 added for \$24,085.00

AG

\$30,000.00

93600 299 4730 673028 056780 00000 35164F 672300 F72300

funding breakdown: On Clin 000107:

+\$30,000.00

pr/mipr:

GWSSN997205540

\$30,000.00

descriptive data:

JON: 66A0200 CCC: 6SAR00

REF: AF Form 616, #H00000G9730249 dated 22 Feb 99

ACRN AG: ACRN Establish

F33615-97-D-1045 000107

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600,00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00
AF	000106	204,085.00
AG	000107	30,000.00
TOTAL O	BLIGATED	725,320.00

AMENDMENT O	FSOLICITATIO	N/MODIFIC	CATION	OF CONTRACT		PAGE 1or 3
2 PROC INSTRUMENT ID NO. (PIN) F33615-97-D-1045	000106	MAIL DA	SUPPLE SUPPLE	REQUISITION PURCHASE REQUES PROJECT NO. GWSSN997205293	1	6. BOCJOMS RATING
AFRL/SNKD USAF/AF AIR FORCE RESEARCH L 2530 C ST WRIGHT-PATTERSON AFE NEGOTIATOR: STEVEN L PHONE: (937) 255-5252	ABORATORY, 1 OH 45433-76	650 BLDG 7	DCMC 7675 SAN	STERED BY (IF OTHER THAN BLOCK 7) SAN DIEGO DAGGET ST SUITE DIEGO CA 92111-2 A ANA CA 92712-2	241	CODE SO514A
2 CONTRACTOR NAME AND ADDRESS TRW AVIONICS & SURVE MILITARY ELECTRONICS ONE RANCHO CARMEL SAN DIEGO, CA 92128 PHONE: (619) 592-364 SEE SECTION G FOR PA	AND AVIONIC	JP CS DIVISI	ly	IAILING DATE	10. SECUR 11. DISCOI 1 sT 2 NO 3 RD	TY CLAS U INT FOR PROMPT PAYMENT NET D A DAYS OTHER SEE SEE SECTION
13. THIS BLOCK APPLIES ONLY TO AMENDMENTS (100000000000000000000000000000000000000	ASE OFFICE POINT OF CONTACT SW/L11/LSW
OFFER 8 by virue of his amendment you desire is received prior to the opening bour and date spots. 14. This slock applies only to modifications. 15. This change is issued pursuant to the changes set forth herein are in the changes set forth herein are in the above numbered contract is in it modifies the above numbered contract. This modifies the above numbered contract is the third modifies the above numbered contract. This modification is issued pursuants. 15. CONTRACT ADMINISTRATION DATA	S OF CONTRACTS THE CONTRAC UADE TO THE ABOVE NUMBE DOUBLED TO REFLECT THE AS TERED INTO PURSUANT TO STRACT AS SET FORTH HER	T CLAUSE RED CONTRACTORS DMINISTRATIVE CHAS	ENTIT ER.	LED 'LIMITATION C	F FUNDS	31
	FICATION D.	CHANGE IN CONTRA INCREASE (+) DEC		E. LOSING POICAG ON TRANSFER	F. GAINING POX ON TRANSFEI	
	NTRACT D. TYPE CONTR	E. SURV F. CRIT	SPL CONTR PROVISIONS			L SECURITY IS (2) DAT OF DD 254
17. REMARKS (Except as provided herein, of demit and SUBJECT: INCREMENTAL PROJECT ENGINEER: Ly FINANCE OFFICE: WES! COLUMBUS OH 43218-2 18. X CONTRACTOROFFEROR IS NOT RED TO SIGN THIS DOCUMENT 19. CONTRACTOROFFEROR (Signalarie of person are not reconstruction). CONTRACTOROFFEROR (Signalarie of person are not reconstruction). As a contractor of person are not reconstruction.	L FUNDING ydia Harris, F ENTITLEMEN 2381 (CODE:	AFRL/SNJ T OPERAT: HQ0339)	AR, (9 IONS, FERORISTO	937) 255-4854	consucting Officer	M. DATE SIGNED 29

- A. The above numbered delivery order is hereby amended by increasing the amount set forth in SECTION B, PARAGRAPH 2 by \$180,000.00, thereby making a revised amount allotted of \$671,235.00 which covers all contractual items through 99APR30. The dollar amount and time specified are in accordance with the contractor's letter dated 99JAN07, incorporated herein by reference.
- B. Section B Supplies or Services is modified as follows:

Item No Quantity Pur Unit Unit Price Total Price \$

Noun: AF FUNDING 180,000.00

ACRN: AF Sec Clas: NSN: Site Codes PQA: ACP: FOB: PR No: GWSSN997205293 Proj Mgr:

Contract Type :

C. Section G - Contract Administration Data is modified as follows:

ACRN Clas Supplemental Accounting Classification Amount

AF+ ACCOUNT

UNCLAS 5793600 F03000 \$ 180,000.00

pr/mipr data: GWSSN997205293

Descriptive Data

JON: 666A0200 CCC: 6SAT00 COMPLETE

PAYMENT INSTRUCTIONS

Payment for all effort under this delivery order should be made in the order and amounts shown in the informational subclin(s) in Section B, and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL	OBLIGATED
AA AB AC AD AE AF	000101 000102 000103 000104 000105 000106		64,600.00 373,341.00 14,000.00 25,000.00 14,294.00 180,000.00
	TOTAL OBLIGATED T	O DATE = S	671,235.00

AMENDMENT O	FSOLICITATIO	N/MODIFI	CATION	OF CONTRACT		1. PAGE	1or	3
2 PROC INSTRUMENT ID NO. (PIN) F33615-97-D-1045	000105	MAIL D		5. REQUISITION/PURCHASE REQUEST PROJECT NO. GWSSN987205178		6. BDC/DMS	RATING	
AFRL/SNKD USAF/AF Air Force Research L 2530 C STREET WRIGHT-PATTERSON AFB NEGOTIATOR: STEVEN L PHONE: (937) 255-5252	aboratory, 1 OH 45433-76 . WILLIS	BLDG 7	DCMC 7675	DIEGO, CA 92111-	TE 200 2241	CODE	S0514	IA
E CONTRACTOR NAME AND ADDRESS TRW INC, AVIONICS & MILITARY ELECTRONICS ONE RANCHO CARMEL SAN DIEGO, CA 92128 PHONE: (619) 592-364 SEE SECTION G FOR PA	AND AVIONIC	GROUP CS DIVISI	A	MAILING DATE	1 ST 2 NO 3 RD	TY GLAS UNIT FOR PROME * * SECOFFICE POI	DAYS DAYS DAYS DAYS TO DAYS	NET D A Y S OTHER BF Y SEE SECT'E
(a) by signing and returning opins to the addition and amendment numbers. FAR OFFER Hoyvirtue of this amendment you desire to received prior to the opining hour and cale soe to the specific state of the prior to the opining hour and cale soe to the common opinion of the common opinion of the common opinion opinion of the change is issued pursuant to the changes set forth herein are in the changes set forth herein are in the above numbered contract is not this supplemental agreement is entit modifies the above numbered contractions.	LOSE OF YOUR ACKNOWLED IN INCHANGE AND AUTOMOTIVE	GLMENT TO BE REC INTER SWITCH SHAPE IN T CLAUSE RED CONTRACTION CHARLEST CHARLES	ENTIT	TED 'LIMITATION C	ND DATE SPECIF etter makes refere	IED MAY RESUL noe to the solicital	T IN REJECTIO Ban and this am	WIND SO W
B S. ENTER ANY APPLICABLE CHANGES A. PAY B. EFFECTIVE DATE C. CON	OF SIGNATURE D.	CHANGE IN CONTR INCREASE (+) DEC E. SURV CRIT	CREASE (-)	ON TRANSFER C. PAYING OFC. H. DATE SIG				
SUBJECT: INCREMENTAL PROJECT ENGINEER: Ly FINANCE OFFICE: WEST COLUMBUS OH 43218-2 B. X CONTRACTOR/OFFEROR IS NOT REO TO SIGN THIS DOCUMENT B. CONTRACTOR/OFFEROR OF PERSON 200. NAME AND TITLE OF SIGNER (Type or print)	FUNDING ydia Harris, FENTITLEMEN 2381 (CODE:	AFRL/SN T OPERAT HQ0339)	ZAR, (S	937) 255-4854 EXT	RETURN Contracting Officery		24. DATE SIG	exec + 9.8

- A. The above numbered delivery order is hereby amended by increasing the amount set forth in Section B, Paragraph 2 by \$14,294.00, thereby making a revised amount allotted of \$491,235.00 which covers all contractual items through 13Nov98. The dollar amount and time specified are in accordance with the contractor's letter dated 140ct98, incorporated herein by reference.
- B. Section B Supplies or Services is modified as follows:

Item No Quantity Pur Unit Unit Price Total Price 000105+

Noun: AE FUNDING 14,294.00

ACRN: AE Sec Clas: Site Codes PQA: ACP: NSN: FOB: PR No: GWSSN987205178 Proj Mgr:

Contract Type :

C. Section G - Contract Administration Data is modified as follows:

Appropriation/Lmt Subhead/CPN Recip DODAAD Obligation ACRN Clas Supplemental Accounting Classification AE+ ACCOUNT UNCLAS SPECIAL 672300 \$ 14,294.00

5783600 298 4730 673028 012340 00000 35164F

pr/mipr data: GWSSN987205178+

Descriptive Data JON: 666A0200 CCC: 656340 COMPLETE

NOTE: Attached to the PR is AF Form 616, dated 9 Sep 98, Advice Number H00000G8730433. In addition, the actual PR number on the ABSS system generated AFMC Form 36 is as follows:

5783600 298 4730 673028 012340 00000 35164F 672300

PAYMENT INSTRUCTIONS

Payment for all effort under this delivery order should be made in the order and amounts shown in the informational subclin(s) in Section B, and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00
AC	000103	14,000.00
AD	000104	25,000.00
AE	000105	14,294.00

TOTAL OBLIGATED TO DATE = \$491,235.00

		N/MODIFIC	CATION	OF CONTRACT		PAGE	1or	7
2. PROC INSTRUMENT ID NO. (PUIN) F33615-97-D-1045	000104	4 EFFECTIVE O		5. REQUISITION PURCHASE REQUE PROJECT NO. GWLAA 987201922	2	6. BDC/DM	100000	
AFRL/SNKD USAF/AFMC Air Force Research I 2530 C Street WRIGHT-PATTERSON AFF NEGOTIATOR: STEVEN I PHONE: (937) 255-5252	3 OH 45433-76	BLDG 7	DCMC 7675	GWLAA987201858 TEREC SYCHOTHER THAN SLOCKT) SAN DIEGO DAGGET ST SUIT DIEGO CA 92111-	E 200	col	9051	4A
CONTRACTOR MAME AND ADDRESS TRW AVIONICS & SURVE MILITARY ELECTRONICS ONE RANCHO CARMEL SAN DIEGO, CA 92128- PHONE: (619) 592-364 SEE SECTION G FOR PA	AND AVIONIC 3499 1 COUNTY: S	JP CS DIVISI SAN DIEGO	, M/	MULTIPLE FACILITIES SEE SECT AT	1 51 2 NO 3 RD		DAYS DAYS	MET (
Offers must asknowledge receipt of this amendo (a) by signing and returning oppic to the solicitation and amendosent numbers. FAI OFFER 8 by withe of this amendment you desire is received prior to the opening hour and date to THIS BLOCK APPLIES ONLY TO MODIFICATION THIS CHANGE IS ISSUED PURSUANT TO THE CHANGES SET FORTH HEREIN AZE IS THE ABOVE NUMBERED CONTRACT IS M ITHIS SUPPLEMENTAL ASREEMENT IS EN IT MODIFIES THE ABOVE NUMBERED CO	of this amendment, (b) by acid, LIARE OF YOUR ACKNOWLED to change an offer already value coffed. S OF CONTRACTS AAGE TO THE ABOVE NUMBER OOFFIED TO REFLECT THE ACID.	owinging receipt of this GEMENT TO BE REC solded, such change ou RED CONTRACTIONS MINISTRATIVE CHAN THI	n amendment over the ENED AT THE ay be made by DER.	each copy of the offer submitted, or (c) By ISSUING OFFICE PRIOR TO THE HOUR Islagram or letter provided such telegram or	AND DATE SPECIF letter makes refere	IED MAY RESI	ALT IN REJECT ation and this a	
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REMARKS (Except as provided horses, all heme an SUBJECT: INCORPORAT PROJECT ENGINEER: L'FINANCE OFFICE: WES'COLUMBUS OH 43218-	ION OF ADDIT YDIA HARRIS, F ENTITLEMEN 2381 (CODE:	IONAL WON AFRL/SNA T OPERAT: HQ0339)	RK WIT AR, (9 IONS, PYTERORIS RE COPIES TO IS	HIN SCOPE 37) 255-4854 ext P O BOX 182381 OURRED TO SKIN THIS DOCUMENT AND SUMG OFFICE	RETURN Controlling Officer)		24. DATE S	iguro.

1. Pursuant to The 'Changes' Clause the above numbered contract is hereby amended to reflect INCORPORATION OF ADDITIONAL WORK as defined in the Modification to the SOW, Attachment 1, dated 11May98 in the amount of \$1,510,930.00 as follows:

COST = \$1,412,574.00 FEE = 98,356.00 TOTAL CPFF = 1,510,930.00

- As a result of Paragraph 1 above, said contract is specifically modified as set forth below.
- 3. Section A Cover Page

The total amount in Block 20 (cover page) is increased by \$1,510,930.00. As a result, the face value is increased by \$1,510,930.00, thereby making a new total contract price of 1,948,871.00.

4. Section B - Supplies or Services is modified as follows:

The additional amount allotted is \$39,000.00 which covers all contractual items for this modification through 98NOV12, in accordance with the contractor's letter dated 98JUL20 encorporated herein by reference. NOTE that the total amount alloted for Delivery Order #1 (and all modifications) is currently \$476,941.00 (reference Section G herein).

 Item No
 Quantity
 Pur Unit
 Unit Price
 Total Price

 0001
 1
 LO
 \$ 1,510,930.00
 \$ 1,510,930.00

Noun: RESEARCH AND DATA

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201922 Proj Mgr: U GWLAA987201858 Contract Type:

Descriptive Data:

CONDUCT RESEARCH AND DATA IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) ENTITLED, "COMMUNICATION, NAVIGATION, IDENTIFICATION (CNI) TECHNOLOGY RESEARCH (CTR) INCLUDED TO DELIVERY ORDER #1 AS ATTACHMENT 1, AS MODIFIED BY ATTACHMENT #1 DATED 11MAY98, ATTACHED HERETO.

Item No Quantity Pur Unit Unit Price Total Price 000103+ \$

Noun: AC FUNDING \$14,000.00

ACRN: AC Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201922 Proj Mgr: U Contract Type :

Pur Unit Unit Price Total Price Item No Quantity 000104+

Noun: AD FUNDING \$25,000.00

ACRN: AD Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201858 Proj Mgr: U Contract Type :

 Item No
 Quantity
 Pur Unit
 Unit Price
 Total Price

 0002
 1
 LO
 \$
 NSP
 \$
 NSP

Noun: HARDWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201858 Proj Mgr: U GWLAA987201922 Contract Type :

DESCRIPTION:

Deliver Hardware in accordance with the SOW, Attachment #1 to Delivery Order #1, entitled, "Communication, Navigation, Identification (CNI) Technology Research (CTR), as modified by Attachment #1, dated 11May98, attached hereto.

Item No Quantity Pur Unit Unit Price Total Price 0003 LO \$ NSP \$ NSP

Noun: SOFTWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201858 Proj Mgr: U GWLAA987201922 Contract Type :

DESCRIPTION:

Deliver Software in accordance with the SOW, Attachment #1 to Delivery Order #1, entitled, "Communication, Navigation, Identification (CNI) Technology Research (CTR), as modified by Attachment #1, dated 11May98, attached hereto.

Item No Quantity Pur Unit Unit Price Total Price
0004 1 S NSP \$

Noun: NONDEVELOPMENTAL/MATERIALS

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA987201858 Proj Mgr: U GWLAA987201922 Contract Type :

DESCRIPTION:

Deliver Nondevelopmental/Material in accordance with the SOW, Attachment #1 to Delivery Order #1, entitled, "Communication, Navigation, Identification (CNI) Technology Research (CTR), as modified by Attachment #1, dated 11May98, attached hereto.

5. Section F - Deliveries or Performance is modified as follows:

CLIN ACRN Sec Clas Ship To Mark For 0001

Delivery Date A. 02NOV11

Quantity

В. C.

D.

E.

The scheduled delivery date for the approved Final Technical Report is 11NOV02. All data shall be delivered in accordance with the SOW, Attachment 1 to Delivery Order #1, as Modified by Attachment 1, dated 11May98, attached hereto. The technical effort shall be completed not later than 110ct02.

CLIN 0002	ACRN	Sec Clas	Ship To	Mark For
Α.	Delivery Date	Quantity		
В.	0200111	1		
c.				
D.				
E.				

The scheduled delivery date for the Hardward is 110ct02. All data shall be delivered in accordance with the SOW, Attachment 1 to Delivery Order #1, as Modified by Attachment 1, dated 11May98, attached hereto, and section H of the Basic contract.

CLIN	ACRN	Sec Clas	Ship To	Mark For
0003	σ	Ū	U	
	Delivery Date	Quantity		
Α.	020CT11	1		
В.				
c,				
D. E.				

The scheduled delivery date for the Software is 110ct02. All data shall be delivered in accordance with the SOW, Attachment 1 to Delivery Order #1, as Modified by Attachment 1, dated 11May98, attached hereto.

CLIN	ACRN	Sec Clas	Ship To	Mark For
0004	U	U	U	
	Delivery Date	Quantity		
A.	020CT11	1		
в.				
C.				
D.				
E.				

The scheduled delivery date for the Nondevelopmental/Materials is 110ct02. All data shall be delivered in accordance with the SOW, Attachment 1 to Delivery Order #1, as Modified by Attachment 1, dated 11May98, attached hereto.

6. Section G - Contract Administration Data is modified as follows:

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

SUBCLIN NO.	TOTAL OBLIGATED
000101	\$ 64,600.00
000102	\$373,341.00
000103	\$ 14,000.00
000104	\$ 25,000.00
	000101 000102 000103

TOTAL OBLIGATED TO DATE: \$476,941.00

ACRN	Clas	Appropriation/Lmt Subhead/CPN Recip DODAF Supplemental Accounting Classification	D D	Obligation Amount
AC+	ACCOUN'	Г		
	UNCLAS	5783600 F7580 298 47GB 696999 H26142 59200 000000 97590	200	14,000.00

pr/mipr data: GWLAA987201922

Descriptive Data

JON: 666A0200 CCC: 656340 COMPLETE

Reference DD Form 448 #N46TG985300169, dated 22Apr98.

The MIPR fund cite is as follows: Appropriation=5783600

Supplemental Accounting Classification= 29 8 47GB 696999 H26142 592 000000 875800 AFZN0003 VB00

ACCTG STA DODAAD = 000000

Appropriation/Lmt Subhead/CPN Recip DODAAD Obligation Supplemental Accounting Classification ACRN Clas Amount AD+ ACCOUNT UNCLAS 5783600 F03000 \$ 25,000.00

298 47WL 6369DF 656300 05000 63203F 503000

pr/mipr data: GWLAA987201858

Descriptive Data

JON: 666A0200 CCC: 656300 COMPLETE

The entire fund cite appeared on the PR as follows:

5783600 298 47WL 6369DF 656300 05000 00000 63203F 503000 F03000

7. This Supplemental Agreement constitutes full settlement of any claims of the Contractor under the contract, including the clause entitled 'Changes', arising out of or by reason of the changes effected hereby.

A requirement exists in the Reference Systems Branch (AFRL/SNAR) for hardware and software enhancements for the Avionics Communication, Navigation, Identification Exploration (ACE) facility.

Contractor shall develop and execute a plan to consolidate hardware assets in the ACE facility to improve existing capabilities for conducting evaluations and demonstrations and decrease maintenance costs for under-utilized equipment.

Contractor shall perform system level anti-jam enhancements to the Antenna WaveFront Simulator (AWFS) which will increase capabilities, to include the integration of a multi-RF Global Positioning System (GPS) simulator into the AWFS, realistic/dynamic jammer platform motion, Inertial Navigation System (INS) aiding to a GPS receiver coordinated with platform motion, realistic/dynamic jammer platform, and scenario control of jammer parameters (power, frequency, etc.). The enhancement shall also include a GPS simulator upgrade to Y-code capability. Contractor shall provide overall scenario and control software and implement new data collection capabilities, including interfaces to different GPS receiver types.

Contractor shall procure materials, replacement components, and parts as required to enhance and upgrade ACE hardware, which improves current system capabilities. Contractor shall also develop a plan to upgrade laboratory resources to facilitate evaluations and experiments in the facility. These tasks shall include, but not be limited to, the replacement of current phase shifter hardware and the procurement of hardware required to increase the broadband power.

Contractor shall assess the feasibility of the development of a new GPS simulator to support next generation signal structures, such as tri-code hexaphase modulation. Contractor shall also conduct in-house evaluations of new waveforms.

AMENDMENT O	F SOLICITATIO	N/MODIFIC	CATION	OF CONTRACT		1		
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CONTRACTOR/OFFEROR IS NOT REC	L.	(1	COPIES TO ISS					
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- A. Pursuant to The 'Changes' Clause the above numbered contract is hereby amended to reflect incorporation of additional work defined in the SOW at Attachment 1, dated 21 Jan 98 in the amount of \$137,989.00.
- B. As a result of Paragraph 1 above, said contract is specifically modified as set forth below.
- C. Section A Cover Page

The total amount in Block 20 (cover page) is increased by \$137,989.00. As a result, the face value and obligation amount of the above numbered contract is increased by \$137,989.00.

D. Section B - Supplies or Services is modified as follows:

The amount alloted is \$437,941.00 which covers all contractural items under Delivery Order 0001 through completion. This amount is in accordance with Contractors letter dated 98 Mar 31 incorporated herein by reference.

Item No Quantity Pur Unit Unit Price Total Price 0005+ \$ 137,989.00 \$ 137,989.00 LO

Noun: ACE MODIFICATION

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D DCD. D PR No: GWLAA987201267 Proj Mgr: U Contract Type :

Descriptive Data

CONDUCTS RESEARCH IN ACCORDANCE WITH ATTACHMENT 1 STATEMENT OF WORK DATED 21 JAN 98.

Item No Quantity Pur Unit Unit Price Total Price 000102+ \$

Noun: AB FUNDING 137,989.00

ACRN: AB NSN: Sec Clas: Site Codes PQA: ACP: FOB: PR No: GWLAA987201267 Proj Mgr: Contract Type : E. Section F - Deliveries or Performance is modified as follows:

CLIN ACRN Sec Clas Ship To Mark For 0005 9 II 11 Delivery Date Quantity A. 98NOV12 В. C. D. E.

F. Section G - Contract Administration Data is modified as follows:

ACRN Clas Supplemental Accounting Classification Obligation Amount

ACCOUNT
UNCLAS 5783600 F03000 \$ 137,989.00+

pr/mipr data: GWLAA987201267+

Descriptive Data

JON: 666A0200 CCC: 676540 COMPLETE

DISBURSEMENT WILL BE ACCOMPLISHED FROM AA TO AB.

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 and CLIN 0005 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	373,341.00

G. This Supplemental Agreement constitutes full settlement of any claims of the Contractor under the contract, including the clause entitled 'Changes', arising out of or by reason of the changes effected hereby.

Modification of Statement of Work for DO #1

A requirement exists in the Avionics Technology Testbed Branch (WL/AAST) to modify a Northern Telecom STR2760/02 GPS simulator. The simulator is located in the Avionics Communication, Navigation, Identification Exploration (ACE) facility, and is included on the list of equipment to be maintained by the ACE contractor under DO 01. The simulator enhancement will provide independent RF L1/L2 channels, such that each channel can support the testing and evaluation of controlled reception pattern antenna control units and a selective availability/anti-spoofing (SA/AS) capability. The simulator upgrade will enhance the current capability of the Antenna WaveFront Simulator (AWFS) and therefore will require additional contractor personnel to facilitate the implementation and integration of the upgrade.

There is also a specific requirement to create and implement real-time aircraft motion models (e.g., C-130, F-15, and possibly F-117), implement up to two inertial navigation unit (INU) models, and provide interfaces for transmitting data from the platform and INU to the Northern Telecom GPS simulator, Antenna WaveFront Simulator, and GPS receiver systems. This task requires a specialist in the areas of INU modeling, realtime aircraft modeling, MIL-STD-1553B bus control, and software design.

			CATION	OF CONTRACT		1	
PROC INSTRUMENT ID NO. (PIN) F33615-97-D-1045	1 SPIN 000102	4 EFFECTIVE O	DATE	5 REQUISITION/PURCHASE REQUIPROJECT NO. GWLAA98720126		8. BDC/DMS RATI	NG 2
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NAME AND ADDRESS PRW INC STLITARY ELECTRONIC ONE RANCHO CARMEL AN DIEGO, CA 92128 HONE: (619) 592-36. EE SECTION G FOR PA	41 COUNTY: S	S DIVISI	MA	IF Y' FOR MULTIPLE FACEURES SEE SECT Y	1 51 2 NO 3 RD	U NT FOR PROMPT PA % (MET DAYS OTH DAYS S DAYS
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A. The above numbered contract is hereby amended by increasing the amount set forth in Section B, Paragraph 2 by \$160,352.00, thereby making a revised amount allotted of \$299,952.00 which completes the funding for all contractual items.

B. Section B - Supplies or Services is modified as follows:

Item No Quantity Pur Unit Unit Price Total Price 000102+

Noun: AB FUNDING 160,352.00

ACRN: AB Sec Clas: NSN: Site Codes PQA: ACP: FOB: PR No: GWLAA987201267 Proj Mgr:

Contract Type :

C. Section G - Contract Administration Data is modified as follows:

Appropriation/Lmt Subhead/CPN Recip DODAAD Obligation ACRN Clas Supplemental Accounting Classification AB ACCOUNT UNCLAS 5783600 F03000 \$ 160,352.00+ 298 47WL 63666A 676540 05000 63253F 503000

pr/mipr data: GWLAA987201267+

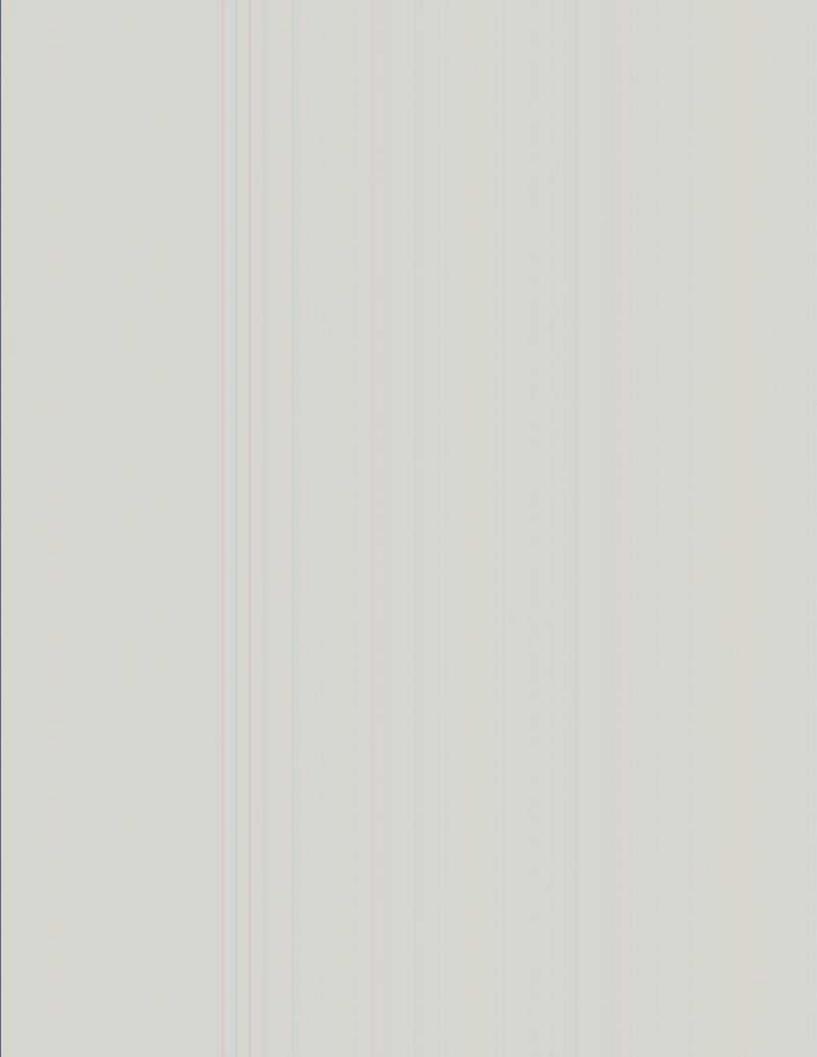
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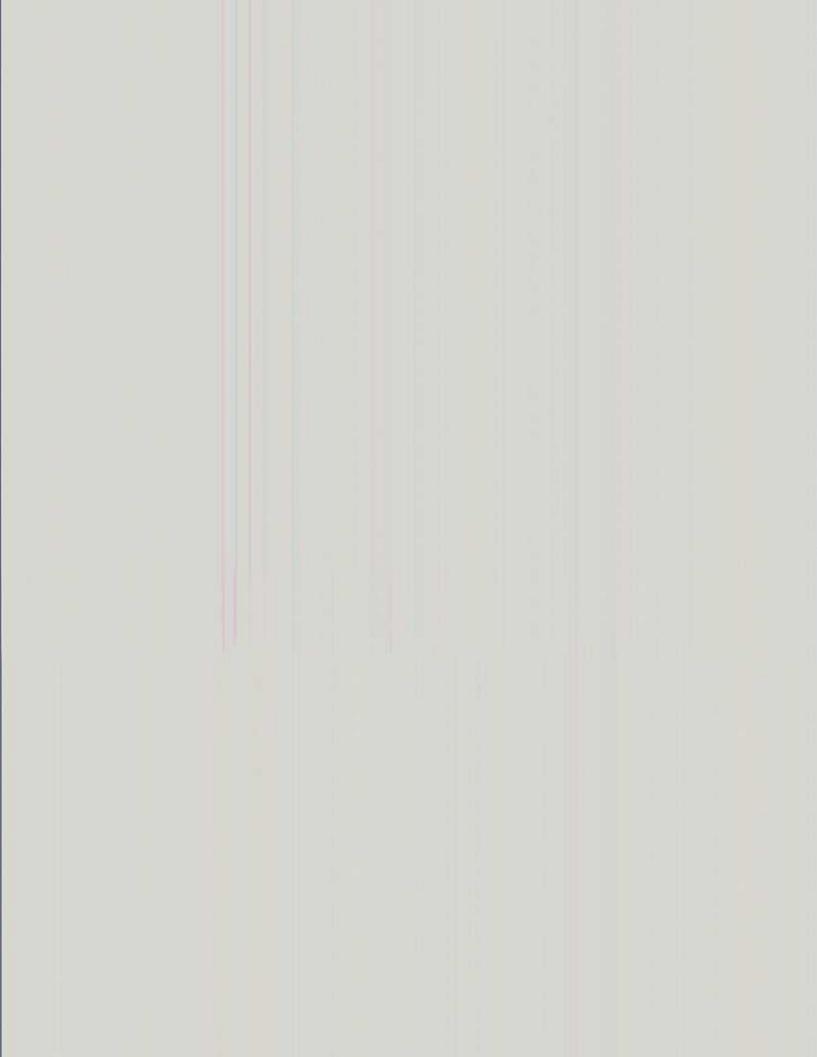
JON: 666A0200 CCC: 656540 COMPLETE

PAYMENT INSTRUCTIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
AA	000101	64,600.00
AB	000102	235,352.00







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- Page 2
- 1. The above numbered contract is hereby amended by increasing the amount set forth in Section B. Paragraph 2 by \$114,600.00, thereby making a revised amount allott i of \$139,600 the covers all contractual items through Sarabat. The dollar amount and line specified are in accordance with the contractor's letter dated -3JAN21, incorporated hereif by reference.
- 2. Section G Contract Administration Data is modified as follows:

ACRN Clas Supplemental Accounting Classification Amount

AA ACCOUNT

JNCLAS 5773600 F03000 \$ 39,600 PRT

pr/mipr data; GWLAA987201513+ GWLAA987201321+

Descriptive Data Jon: 666A0200 CCC: 656540 COMPLETE

ACRN Clas Supstemental Accounting Classification Amount
AB+ ACCOUNT

UNCLAS 5783600 F03000 \$ 75,000 P0 298 4781 63666A 676540 05000 63253F 803000

r/mipr data: GWLAA987201254

Descriptive Data

JON: 666A0200 CCC: 686540 COMPLETE

3. PAYMENT INSTRUCTIONS FOR MULTIPLE ADDOUNTING CLASSIFICATION CITATIONS:

Payment for all effort under this contrast should be made in the order and amounts shown in the informational subclinis in Section B. CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the hext listed ACRN. listed ACRN.

SUBCLIN NO. PURN AA 000102 A5

TOTAL OBLIGATED

64,600.00 75,000.00

AMENDMENT OF SOLICITATION/MODIFICATION		OF CONTRA	CT		U - CPFF		
AMENOMENT MODIFICATION NO. P00006	5		4. REQUISITION/	4. REQUISITION/PURCHASE REQ.NO.			ECT NO. (if applicable)
SSUED BY AFRUSNKD	CODE	FA8650	7. ADMINISTERE	er than flem 6)	C	DDE S0514A	
SAF/AFMC R FORGE RESEARCH LABORATORY B10 EIGHTH STREET, BUILDING 167 RIGHT-PATTERSON AFB OH 45433-7801 OURTNEY L. MCLANE 937-255-2851 burney.mc.ane@wpafb.af.mil		7. ADMINISTERED BY (If other than Item 6) CODE SO DCMA SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241					
NAME AND AUDRESS OF CONTRACTO	OR (No., street, co	unty, State and ZIP Co	de)	(X)	9A. AMENDMENT	OF SOLICITA	ATION NO.
RW INC. ADIO SYSTEMS NE RANCHO CARMEL	NG. DISYSTEMS RANCHO CARMEL		NG DATE		98. DATED (SEE II	TEM 11)	
AN DIEGO CA 92128 (58) 592-3314		DEC	12 2002	X	F33615-9 10B. DATED (SEE)	7-D-1045	
oc≒ 6540 9	1000	ONLY ARPLIES T					
The above numbered solidization is am	ended as set forth I	n Item 14. The hour and	date specified for recei	pt of Offers		is extended	is not extended
	T MODIFIES T	LIES ONLY TO N HE CONTRACT/O	ORDER NO. AS	DESCRI			T ORDER NO. ITEM
B. THE ABOVE NUMBERED CO	NTRACT/ORDER FORTH IN ITEM 1	IS MODIFIED TO REF	LECT THE ADMINIST E AUTHORITY OF FA	TRATIVE C	HANGES (such as chi	anges in pay	ing office,
C THIS SUPPLEMENTAL AC 52 204-2 Security Requ D. CTHER (Specify type of m	irements (AU	G 1996)	RSUANT TO AUTH	HORITY C	F:		
IMPORTANT: Contractor Description of Amendment/MC UBJECT: IN CORPORATION OF HANGE IN CONTRACT VALUE PROJECT ENGINEER: LYDIA HUNANCE OFFICE; DFAS-COM-	F A REVISED NONE ARRIS, AFRL	FORM DD254 SNRW, 937-255-	headings, including s	soliaitationie	contract subject maits/		
xcept as provided herein, all terms and co SA_NAME And TITLE OF SIGNER (7)pe		ument referenced in Ita	16A. NAME A	NO TITLE	ged, remains unchang OF SIGNER (Type or LLABARGER		I force and effect.
SS. OCNTRAC ORIOGFEROR	3 ,	15C. DATE SIGNED	Daved	L,	0.2	egen	9 Dec 02
(Signature of person authorized to sign VSN 7540-01-132-8070		30-105	loiduan	a de ponti		ANDARD F	ORM 30 (REV.10-8

PREVIOUS EDITION UNUSABLE ConWrite Version 5.0.8 Created 30 Sep 2002 3:43 PM

FAR (48 CFR) 53.243

- In accordance with FAR 52:204-2 Security Requirements (Aug 1996), the below number contract is hereby amended to reflect INCORPORATION OF A REVISED DD FORM 254.
- Section J List of Documents, Exhibits, and Other Attachments, Attachment #2, Contract Security
 Sassification (DD Form 254), dated 98 Aug 11 is hereby superseded by the attached DD form 254, dated
 Aug 23.
- 3. This Supplemental Agreement constitutes a full settlement of any changes of the contractor rising out of or connected with, the changes affected hereby.

DEPARTMENT OF DEFENSE 1. CLEARANCE AND SAFEGUARDING CONTRACT SECURITY CLASSIFICATION SPECIFICATION A FACILITY CLEARANCE REQUIRED (The enquirements of the DoD Industrial Security Manual apply DILEVEL OF SAFEGUARDING REQUIRED to all security aspects of this effort) 2. THIS SPECIFICATION IS FOR: (X and complete as applicable) 3. THIS SPECIFICATION IS: (X and complete as applicable) a PRIME CONTRACT NUMBER Date (YYMMDD) a ORIGINAL (Complete date in all cases) F3361 - 17-D-1045 Comp. Date: 30 Apr 04 97 10 17 5 SUBCINTRACT NUMBER 5 REVISED (Supersedes Revision No. Date (YYMMOD) all previous specs! 2 08 23 c SOLIC TATION OR OTHER NUMBER DUE Date (YYMMDO) Date (YYMMDD) c. FINAL (Complete item 5 in all cases). 4. IS THIS A FOLLOW-ON CONTRACT? X NO. If Yes, complete the following. Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract 5. IS THIS A FINAL DD FORM 254? YES X NO. If Yes, complete the following: retention of the identified classified material is authorized for the period of in response to the contractor's requested dated 5. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) ⇒ NAME ADDR-SS, AND ZIP CODE b. CAGE CODE COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) TRW Inc Space & Electronics Group 65409 DSS WEST REGION Avionic Sys Div ONE WORLD TRADE CENTER STE 622 PO Box 2891110 LONG BEACH CA 90831-0622 San Diego (\ 92128-9000 7. SUBCONTRACTOR NAME ADDRESS, AND ZIP CODE COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) b. CAGE CODE NA NA NA 8. ACTUAL PERFORMANCE A LOCATION b CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) TRW Dayton Avionics Systems Division 8T321 DSS CENTRAL REGION 1900 Founders Drive Suite 202 \$800 EAST CAMPUS CIRCLE STE 110A Kettering, CH 45420-4011 IRVING TX 75063-2739 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT. The Advanced Concepts Exploration (ACE) effort focuses on promoting research and development (R&D), performing in-house assessments of Global Positioning Statem (GPS) anti-jam concepts and developing corresponding hardware-in-the-loop simulation technologies to evaluate performance. 10. THIS CONTRACT WILL REQUIRE ACCESS YES NO 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: NO A COMMUNICATIONS SECURITY (COMSEC) INFORMATION X FACILITY OF A GOVERNMENT ACTIVITY X b. RECEIVE CLASSIFIED DOCUMENTS ONLY HESTRICTE : ATA CRITICAL WIFE EAR WEAPON DESIGN INFORMATION c. RECEIVE AND GENERATE CLASSIFIED MATERIAL FABRICATE MODIFY OR STORE CLASSIFIED HARDWARE FORMERLY RESTRICTED DATA PERFORM SERVICES ONLY NITELLIGENCE INFORMATION X HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO. U.S. POSSESSIONS AND TRUST TERRITORIES X "I Sensitive I moortmented Information (SCI) BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL CENTER (DTIC) OF OTHER SECONDARY DISTRIBUTION CENTER 2. Nar-90 REQUIRE A COMSEC ACCOUNT X SPECIAL ACCUSS INFORMATION HAVE TEMPEST REQUIREMENTS. X NATO INFORMATION X HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS. FOREIGN G." - TRIMENT INFORMATION BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE LIMITED DISCEMINATION INFORMATION X FOR CEPICAL USE ONLY INFORMATION Notification of government security activity is required. Williams Ramito X X See addendum.

12. PUBLIC RELEASE. Any information (classified or unclass)	ssified) pertaining to this contrac	ot shall not be released for public dissemin	ation except as provided by the industrial
Security Main, if or unless it has been approved for public rel Direct X Through (Specify):	asse by appropriate Government	t authority. Proposed public releases shall	be submitted for approval prior to release
ASC/PA	Bldg 14		
	Street, Suite 15		
WPAFB	OH 45433-6503		
to the Cherin ite for Freedom of Information and Security Re	sview, Office of the Assistant S	ecretary of Defense (Public Affairs) for the	About -
in The rise of an-DoD User Agentises, requests for disclosur	e shall be submitted to that ager	ndy	
13. SECURITY GUIDANCE. The security classification guidance and a factor indicates a need for changes in this classification is signed to any information or material furnished prior. Prior I final decision, the information involved shall classified at the Attach, or forward under separate correspondent.	d or generated under this contra- be handled and protected at the	oriced and encountiged to provide recommends: and to submit any questions for interpulsions for interpulsions for interpulsions.	ended changes; to challenge the guidance or the retation of this guidance to the official identified
The National Industrial Security Program Ope a. Ref Blk 1-a; COMSEC Safeguarding requ	rating Manual (NISPO	OM). Jan 95, applies to this co	ontract.
government			so is meanioun on the
b. Ref Blk j: For Official use Only (FOU))) applies. See addend	dum.	
c. Ref Blk a. Releasing government activities base performance in support of AFRL/SNRW generated in the performance of this contract a markings consistent with the source material. d. Ref Blk The Notification of Government	/ will occur in Bldg 6: at the identified locatio	20. Area B, WPAFB OH. If on, the contractor shall apply of	any classified information is derivative classification and
contract Section I for details.	CC/CTAC 1901 Tonth	St. B. 102 1171 FR OF	
e Ref Blk I f: DISTRIBUTION: 88TH SI AFRL/SI	NOY (ATTN: Securi	ty Manager), 2241 Avionics	45433-7625 Circle WPA FR OH 45422
f. Transfer of documents to other IR&D effor	ts is not permitted.	Trindager), 2241 Aviones	Circle, WPAPB OH 45455
g. Program Manager: Lydia M. Harris, AF	RL/SNRW, (937) 255-	-4854, x4186	
14. ADDITIONAL SECURITY REQUIREMENTS. Req	uirements, in addition to ISM req	pairements, are established for this contrac	t. Ill Yes, identify Yes X No.
rescribes arrectival clauses in the contract document its account of the equirements to the cognizent security office.	elf, or provide an appropriate sta	stement which identifies the additional requ	uirements. Provide
15. INSPECT ONS. Elements of this contract are outside the	inspection responsibility of the c	cognizant necurity office. /// Yes, identify	specific X Yes No
sees as all to curved out and the activity responsible for			- 15 (15) 1907
Ref Blk 111. Contractor performance will occ performance in the installation. 88 SFS/SFAS	ur at WPAFB. DSS is	s relieved of all inspection res	ponsibilities for contractor
performance in the histaliation. 66 SPS/SPA.	wiii ilialiliaili security	y oversight,	5
16. CERTIFICATION AND SIGNATURE. Security re information to be released or generated under	equirements stated hereinthis classified effort. All	n are complete and adequate for questions shall be referred to the	safeguarding the classified
a TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	The section of the	c. TELEPHONE (Include Area Code)
S TEST THURS IN CONTINUE AT THE SE	(2), (1), (2),		C. TELEPHONE (Moude Area Code)
David L. Shellabarger	Contracting Officer	r .	(937) 255-4863
1 ADDRESS In ude Zip Code!	and the total	17. REQUIRED DISTRIBUTION	
AFRL (SNKD) 2310 Eighth Street, Bldg 167	685F515FAS	a. CONTRACTOR	
WPAFB, OH 45433-7801	20022	SUBCONTRACTOR COCHIZANT CERTIFITY CERTI	E EAR DOLLE AND DIRECTOR ASSAULT
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DD Form 254, DEC 90 (REVERSE) (EF-V1) (PerFO	Birms 23 hors		

ADDENDUM TO DD FORM 254 (Block 10j) FOR OFFICIAL USE ONLY (FOUO)

(Reference DoD Regulation 5400.7/Air Force Supplement, 22 July 1999)

1. GENERAL: FOUO is information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public because disclosure would cause a foresceable harm to an interest protected by one or more of the Freedom of Information Act (FOIA) exemptions 2 through 9. Additional information on FOUO may be obtained by contacting the User Agency. FOUO is assigned to information at the time it is created in a DoD Agency or derivatively as instructed in a Security Classification (buide.

2. MARKING:

- FOU D information received (released by a DoD component) should contain the following marking, when received: THIS
 DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER FOIA. EXEMPTION(S)
 APPLIES APPLY.
- b. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOCO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any). Each paragraph containing FOUO information shall be marked as such.
- e. Within a classified document, an individual page that contains both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. An individual page that contains FOUO information but no classified information shall be marked "FOR OFFICIAL USE ONLY" at the top and bottom of the page, as well as each paragraph that contains FOUO information. NOTE: For "production efficiency" the entire document may be marked top and bottom with the highest level of classification contained within it, as long as every paragraph is marked to reflect the specific classification of the information it contains.
- d. Mark other records, such as computer print outs, photographs, films, tapes, or slides 'FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.
- 3. DISSEMINATION: FOUO may be disseminated between officials of DoD Components, DoD contractors, consultants and grantees to conduct official business for DoD. Recipients shall be made aware of the status of such information and transmission shall be by means that preclude unauthorized public disclosure.
- 4. TRANSMISSION: FOUO information shall be transmitted in a manner that prevents disclosure of the contents. When not commungled with classified information, it may be sent via first-class mail or parcel post. Bulky shipments, i.e. testing materials, that otherwise qualify under postal regulations, may be sent by fourth-class mail. FOUO information may also be sent over facsimile equipment; however, when deciding whether to use this means, balance the sensitivity of the records against the risk of disclosure. Consider the location of sending and receiving machines and ensure authorized personnel are available to receive the FOUO information as soon as it is transmitted. Transmittal documents shall call attention to the presence of FOUO attachments. FOUO information may also be sent via e-mail, if it is sent via a system that will prevent unintentional or unauthorized disclosure.
- STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO tecords to present unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal building security, locked buildings or rooms normally provide adequate afterhours protection. If such protection is not considered adequate, FOUO material shall be stored in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 6. DESTRUCTION: When no longer needed, FOUO information shall be disposed of by any method that will preclude its disclosure to anauthorized individuals.

Effective 12 February 2002

33615-97-D-104

ADDENDUM TO DD FORM 254 (Blk 111) NOTIFICATION OF WPAFB SERVICING SECURITY ACTIVITY

- Thirty days before the date Contractor operations will begin on Wright-Patterson AFB OH (WPAFB), the Contractor shall provide to 88 SFS/SFAS Bldg 8, 1801 Tenth Street, WPAFB, OH 45433-7625 the following information:
- a. The name, address, and telephone number of your company's Facility Security Officer and your designated on-site security representative;
 - b. The contract number and military contracting command;
 - c. The highest classification category of defense information to which Contractor employees will have access;
 - d. The date Contractor operations will begin on WPAFB OH;
 - e. The estimated completion date of operations on WPAFB OH:
- This requirement is in addition to visit request notification procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual, Chapter 6.

AMENDMENT OF SOLICITATION/MODIFICATIO			OF CONTRACT	Г	1. CONTRACT I	DCODE	PAGE OF PAGES 1 of 2
2. AMENDMENT P00005	ODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PU	REQ.NO.	5. PROJE	ECT NO. (If applicable)	
E. SSUED BY	AFRL/SNKD CODE	FA8650	7. ADMINISTERED	BY (If othe	r than Item 6)	CC	DDE S0514A
2310 EIGHT) WRIGHT-PAT SCOTT A, SIZ	SEARCH LABORATORY STREET, BUILDING 167 ERSON AFB OH 45433-76 MORE (937) 255-4149 wpafb.af.mil	801	DCM SAN DIEG 7675 DAGGET (SAN DIEGO CA	ST SUI	TE 200 -2241		
E WATE AND A	RESS OF CONTRACTOR (No. s			1(8)	9A. AMENDMENT O	F SOLICITA	TION NO
TRWING.		MAILIN	G DATE				TOWN CO.
PADIO SYST				1	9B. DATED (SEE ITE	EM (11)	
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(858) 592-331		JUL ~	~ 2005	1 200	10A. MODIFICATION		RACT/ORDER NO.
				X	F33615-97		
CCCE 654	74	FACILITY CODE		4	10B. DATED (SEE IT	EM 13)	
		ITEM ONLY APPLIES TO	O AMENDMENTS	OF SOL	ICITATIONS	-	
The show	umbered solicitation is amended as s		Control of the Contro			is extended.	is not extended.
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E, 01-	- R (Specify type of modification	and authority!		-5107.12400			
5. 01.	The Topechy Type of Modification	and audionky)					
E. IMPOR	TANT: Contractor Signat [is required to sign this docu	ment and return	copies t	o the issuing office.		
SUBJECT: PROHANGE IN CONTROLL CHANGE IN CONTROLL CONTROL CONTROL CONTROL CONTROL CON	od of Performance Extension of Performance Extension of Performance Extension of Performance Extension of the Performance Extension of the Performance Extension of the Performance of t	ion PCO E-Ma e RUSNRW, (937) 255-485 ement Operations, P.O.	Address: david.s 4 X 4186 Box 182381, Colu	mbus O	rger@afrl.ef.mil H, 43218-2381 d, remains unchanged	d and in full f	
ISA NAME AND	TLE OF SIGNER (Type or print)		16AL NAME AND	TITLE OF	SIGNER (Type or pr	int)	
			DAVID L Contracting		ABARGER		
168 CONTRACT	R/OFFEROR	15C. DATE SIGNED	168, UNITED ST	ATES OF	19.2	zegla	18C. DATE SIGNED

NSN 7648-01-153-9070 PREVIOUS EDITIF Y UNUSABLE Con-Write Vers of 5.0.7 Created 22 Jul 2002 9:24 AM

30-105

STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53,243

- 1. This modification is being issued pursuant to the Mutual Agreement of the Parties to extend the overall period of performance from "60 MARO" (11 Nov 02) to "30 Apr 04". The time specified is in accordance with the contractor's letter dated 16 Jul 02. The contractor has agreed to accept a unilateral modification for the change, as indicated in the contractor's email, dated 16 Jul 02, incorporated herein by reference.
- 2. As a result of paragraph 1, the contract is modified as follows:
 - a. SECTION I Contract Clauses, is modified as follows:

FAR Clause 52.216-22, Indefinite Quantity, Paragraph (d) is modified to extend the period of performance as follows:

FROM:

TO:

60 MARO

30 APR 04

SECTION J - List of Attachments, is modified as follows:

Exhibit A, Contract Data Requirements List (DD Form 1423), Data Item A001 is modified as follows:

BLOCK:	FROM:	TO:	
11	56 MAC		31 DEC 03
12	57 MAC		30 JAN 04
13	60 MAC		30 APR 04

3. Except as noted above all other terms and conditions of the contract remain unchanged.

P00004 6. ISSUED BY WIRL/SNKD CODE USAF AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7801 STEVEN L. WILLIS (937) 656-9837 STEVEN L. WIL	FACILITY CODE EM ONLY APPLIES TO orth in item 14. The hour and date specified copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes a reference to the social copies of the amendment cludes are refere	G DATE 7 2000 D AMENDMENT Iste specified for receip d in the solicitation or	S OF SO	9A. AMENDMENT 9B. DATED (SEE / 10A. MODIFICATION F33615-9 10B. DATED (SEE /	OF SOLICITA TEM (1) ON OF CONTI	11 12 12 12 12 12 12 12 12 12 12 12 12 1			
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B THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITE	EM 14, PURSUANT TO THE	AUTHORITY OF FAR	R 43 103(b)		inges in payir	ig office,			
THIS : JPPLEMENTAL AGREEMENT Mut_1 Agreement of the Parties OTHER: (Specify type of modification as		SUANT TO AUTH	ORITY OF						
E. IMPORTANT: Contractor Sis not,									
SUBJECT MODIFICATION TO CONTRACT FA PROJECT ENGINEER: LYDIA HARRIS, AFRLI FINANCE OFFICE: WEST INTITLEMENT OPE The Contracting Officer's email address is: Bett	AR CLAUSE, 52.216-19 /SNAR, (937) 255-4854 :RATIONS, P.O. BOX 18 tie.Steely@wpafb.af,mil	EXT 4186 82381, COLUMBI	US, OH 4	3218-2381 (COE	DE: HQ0339	0)			
Except as growded rarein, all terms and conditions of the	document referenced in Item					force and effect.			
15A, NAME AND TITLE OF SIGNER (Type or print)			L STEE	FSIGNER (Type or) ELY	orint)				
158 CONTRACTOR OFFEROR (Signature of co. for authorized to sign)	15C. DATE SIGNED	BY CAUTEO S	ix	AMERICA Stuly	_	27 Jup 18			
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A. Pursuant to the Mutual Agreement of the Parties and in accordance with the contractor's letter dated 20 JUL 2000, incorporated herein by reference, contract FAR Clause, 52.216-19 (Order Limitations), is hereby modified to reflect the following:

Para (b)(1) is changed to read \$2,500,000.00 Para (b)(2) is changed to read \$2,500,000.00

B. From hence forth, the program name in this basic contract and all modifications and delivery orders is changed as follows:

From: Avionics Communication, Navigation, Identification Concepts Exploration (ACE).

To: Advanced Concepts Explorations (ACE).

C. A lother terms and conditions remain unchanged.

	2. SPIN	The same of the sa			PAGE 1oF	2
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- Pursuant to MUTUAL AGREEMENT OF THE PARTIES, and FAR 43.103(a)(3), the above number contract is hereby amended to reflect INCORPORATION OF A REVISED DD FORM 254.
- Section J List of Documents, Exhibits, and Other Attachments, Attachment #2, Contract Security Classification (DD Form 254), dated 98JUN16 is hereby superseded by the attached DD Form 254, dated 98AUG11.
- 3. This Supplemental Agreement constitutes a full settlement of any changes of the contractor rising out of, or connected with, the changes affected hereby.

DEPARTMENT OF DEFENSE 1. CLEARANCE AND SAFEGUARDING CONTRACT SECURITY CLASSIFICATION SPECIFICATION a. FACILITY CLEARANCE REDUIRED TOP SECRET (The requirements of the DoD Industrial Security Manual apply SLEVEL OF SAFEGUARDING REQUIRED to all security aspects of this effort) TOP SECRET 2. THIS SPECIFICATION IS FOR: (X and complete as applicable) 3. THIS SPECIFICATION IS: (X and complete as applicable) a. PRIME CONTRACT NUMBER Date (77MM20) a. DRIGINAL iComplete date in all cases! F33615-97-D-1045 Exp Date: 02 11 11 97 10 17 A. SUBCONTRACT NUMBER b. REVISED /Supersudes Revision No. Date (YYMMOO) all presides specifi 03 98 08 11 # SOCICITATION OR OTHER NUMBER DUE Date (YYMMO) Date //YMMOO c. FINAL /Complete from 5 in all cases) 4. IS THIS A FOLLOW-ON CONTRACT? NO. If Yes, complete the following: YES Classified material in lived or generated under Preceding Contract Number is transferred to this follow-on contract 5. IS THIS A FINAL DD FORM 2547 YES X NO. If Yes, complete the following: in rapports to the tor ractor's requested dated , entention of the identified classified material is authorized for the period of 5. CONTRACTOR Include Commercial and Government Entity (CAGE) Code) E. NAME, ADDRESS AND ZIP CODE b. CARF COOR c. COGNIZANT SECURITY OFFICE Name. Address, and Zio Codel TRW AVIONICS & SURVEILLANCE GROUP Defense Security Service P.O. Box 280000 65409 Industrial Security FO (\$53SD) San Diego CA 92128-9000 16885 W. Bernardo Drive. Ste 150 San Diego CA 92127 7. SUBCONTRACTOR a NAME ADDRESS AND ZIP CODE b. CAGE CODE c. COUNIZANT SECURITY OFFICE Name, Address, and Zig Code! NA NA NA 8. ACTUAL PERFORMANCE a LOCATION b. CAGE CODE c. COGNIZANT SECURITY OFFICE Name, Address, and Zip Code! TRW. Inc. Defense Security Service 1900 Founder's Drive 8T321 Industrial Security FO (\$11DY) Kettering OH 45420-4011 2900 Presidential Drive Suite 340 Fairborn OH 45324-0628 8. GENERAL IDENTIFICATION OF THIS PROCUREMENT The Avionics CNI Concepts Exploration (ACE) technical effort will focus on the development and demonstration of technolog to enable cost-effective evaluations/demonstrations of advanced avionics architectures; and define and demonstrate techniques, methodologies, and processes to promote research in advanced CNI avionics systems. 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: 10. THIS CONTRACT WILL REQUIRE ACCESS TO: YES NO HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACRITY OR A GOVERNMENT X COMMUNICATIONS SECURITY (COMSEC) INFORMATION #112 G112 G114 RECEIVE CLASSIFIED COCUMENTS DIKLY RECEIVE AND ESNERATE CLASSIFIED MATERIAL CRITICAL NUCLES WEAPON DESIGN INFORMATION FARRICATE MODISY, OR STORE CLASS/FIED HARDWARE X FORMERLY REST TITED DATA PERFORM SERVICES ONLY INTELLIGENCE WITHMATION HAVE ADDESS TO U.S. CLASSIFIED INFORMATION DUTSIDE THE U.S. PUBLICO, U.S. POSSESSIONS AND TRIOST TERROLOGIES X III Securitive Communities Information (SCI) BE AUTHORIZED TO USE THE SERVICES OF OUTENESS TECHNICAL INFORMATION CENTER (OTIC) OR OTHER SECONDARY DISTRIBUTION CENTER. X X CD NUMBER REQUIRE A COMSEC ACCOUNT SPECIAL ACCESS INFORMATION X HAVE TEMPEST REDITIESMENTS X MATE MECRMATICN X HAVE OPERATIONS SECURITY ICPSECI REQUIREMENTS X FORE ON DOVERNMENT INFORMATION IL BE AUTHORIZED TO USE THE DEPENDE COURSER SERVICE L WITED DISSES NATION INFORMATION X FOR OFFICIAL JULY INLY INFORMATION Notification of government security activity is required. a STHER Specify X

 PUBLIC HELEASE, Any information (classified or occlassified appropriate in a ment) authority. Proposed public releases shall be a 	pertaining to this contract shall not be released for absented for approval prior to release	public disservention except as provided by the Industrial S	iscurity Mancel or unless it has been approved for public release by
Crect X Through (Specific			
	PA Bldg 14		
	4th Street, Suite 15		
WPAI	FB OH 45433-6508		
to the Exects the for Freedom of Information and Security Review. Of in the case of non-Set User Appaces, requests for disclosure shall be	mbrokted to that anency		
13. SECURITY GUIDANCE, The security classification middanes.	tend for this class End office to be out to be	wy difficulty is encountered to applying this madages as a	the other matchalos factor indicates a sould be described
of the pulsance the official identified below. Panding final decision, score states respondence, any documental pole-linear transactions.	the information involved shall be handled and protect process hardis. Add additional pages as americal to pro-	the at the highest lever of classification assigned as recon- neds complete (scalaries)	mented under this contract; and to submit any questions for interpretation manufact. Fill in an appropriate for the classified affort. Attack, or farmer
a. Ref Blk 1b: The prime contractor - Top Secret material under this contract	. WHICH HIEV WILL TECEIVE	GITECTIVE Trans the Conserver	The second secon
c. Ref 10ell): SCI requirements appl	ptographic requirements as v. See addendum.	pply. See DoD 5220.22-S fo	or details.
d. Ref Blk 10e(2): General Intelligence	e Material/Foreign Disch	osure applies. See addendun	n.
e. Rel Bik Of: The GPS Joint Progra	im Office (SMC/CZ) will	issue special quidance regar	ding special access requirements.
- See Dia . oj. 1 of Official Osc Offic	(FUUU) applies. See At	idendum:	
g. Ref Blk Ic: Any classified inform derivative classification and markings of	consistent with the source	material The use of pallule	all require the contractor to apply
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requires operate constitution, These c	onsiderations are outlined	in (U) Air Force System Se	curity Memo (AFSSM) 7011. 1 July
1 3 0. para 0. Sec Addendunt.			
h. Ref Blk H: EMSECrequirements a	ipply. For on-base perior	mance, EMSEC requiremen	ts are incumbent on the Government,
i. Ref Blk 11k: DCS address is HQ D j. Ref Blk 11l: The Notification of Go	ivernment Security Activity	rv and Visitor Group Security	ade MD, 20755-5370.
contract change in occiton i for details.			y Agreement clause appnes. See
k. Ref Blk 111: On-base performance	in Area B, Bldg 620, WP	AFB OH 45433-7334.	
1. Transfer of documents to other IR&	D efforts is not permitted.		
m. The National Industrial Security Pr n. Program Manager: Lydia M. Harri	ogram Operating Manual	(NISPOM), Jan 95, applies.	
	3, AFRIJSNAK, 200-480	94 (ext 4186)	
 ADDITIONAL SECURITY REQUIREMENTS. Requirers the personal count into all clauses in the contract document itself, or prov. 	nts, in addition to ISM requirements, are established tills an expressions statement which identifies the an	t for this contract. (If Yes, identity	X Yes No
a copy of the involvements to the cognition security office. The lives 13	if additional space is needed)		
Ref Blk 10 e (1) SCI requirements app	lv. See addendum.		
Ref Blk 10f: Special Acce		oply.	
15. INSPECTIONS, Elements of this contract are outside the respective			
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which will be done at the contractor's fa	acility. DSS is relieved of	f all inspection responsibility	for prime contractor performance
on the installation. ASC/SYSPC will n	naintain security oversight	for all non-SAR material.	For special access requirements,
SMC/CZE at Los Angeles Air Force B: 16. CERTIFICATION AND SIGNATURE. Security requi	ase CA will maintain secu	rity oversight.	
under this classified effort. All questions shall be	referred to the official named belo	e and adequate for safeguarding the cia	ssified information to be released or generated
a. TYPED NAME OF CERTIFYING OFFICIAL	6. TITLE		c. TELEPHONE Mochade Area Codel
BETTIE STEELY	CONTRACTIN	G OFFICER	
			(937) 255-5252
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GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- 1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- c. Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- : Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- 3. Release of Classified and Unclassified Information to Foreign Government and Their Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

ADDENDUM-TO DD FORM 254 21 August 1996

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking is used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the "need-to-anow" principle and safeguarding procedures of the security classification system.

h, "Not Releasable to Foreign Nationals (NOFORN)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

.. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

Procedures Governing Use of Control Markings

a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.

c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

F33615-97-D-1045/P00003 Page 4 of 9 Current Guidance Implementation of DCID 1/7, 16 Apr 96, Postponed.

FOR OFFICIAL USE ONLY (FOUO)

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

2. MARKING:

- a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the sick cover (if any).
- b. In a classified document, mark:
 - 1) An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph.
 - (2) The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - 13) "FOUO" at the bottom of each page that has FOUO information but is not classified.
 - 4) If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- Mark other records, such as computer print outs, photographs, films, tapes, or slide 'FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- 5. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate afterhours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other commercial teletype lines without encryption.
- 5. RELEASE: FOUO information may be released only to DoD components, officials of DoD component, and other DoD components when needed to conduct official DoD business.
- DESTRUCTION: When no longer needed, FOUO information may be disposed of by any method which will preclude its disclosure to unauthorized individuals.

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EMISSION SECURITY (EMSEC) REQUIREMENTS

(FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR ALL CLASSIFIED SYSTEMS

The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.

The contractor shall provide countermeasure assessment data to the Contracting Officer (CO), in the form of an ESAR. The ESAR shall provide only specific responses to the data required in paragraph 3 below. The contractor's standard security plan shall NOT be used as a "stand-alone" ESAR responses the contractor shall NOT submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the government EMSEC authority using current Air Force EMSEC directives. EMSEC is applied on a case-by-case basis and further information may be required to complete the review. The contractor shall provide this information to the CO when requested. After the evaluation of the ESAR the government EMSEC authority, additional EMSEC requirements may be necessary. When the government EMSEC authority, additional EMSEC requirements may be necessary. When conges to the information required in paragraph 3 below occurs (including, but not limited to excation, additions, or deletions of equipment from the original approved room), the contractors shall multify the CO of these changes. Upon request, the contractor shall submit to the CO a new ESAR identifying the new configuration at least 30 days before the change occurs. The contractor shall NOT commence processing with the new configuration until receiving, as a minimum, interim approva-

- 3 *ESAR contents shall include, as a minimum, the following information:
- a. The specific classification and special entegories of material to be processed/handled by electronic means. Include percentage of each classification level used including unclassified (i.e., 5% Tem Secret, 10% Secret/SAR, 25% Secret, 65% Unclassified).
- b. The specific location (complete address, building/room number, or office) where classified processing will be performed. Include identification of any other contractor/company located within 201 meters of the facility.
- 2. Attach a copy of the Defense Investigative Service (DfS) Form 147 to validate physical security and approved storage level of the facility.
- Provide the name, title, and telephone number (commercial and/or DSN) of a point of contact at the facility where processing will occur.
- The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC regiments when performing classified processing related to this contract. The subcontractor will provide the above documentation through their prime to the CO to complete the ESAR,

NOTE: A copy of your Automated Information System Security Plan(s) (AISSP) will suffice.

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The following is paragraph 3.6, extracted from AFSSM 7011, 1 July 1996.

- 3.6. Special Items. People may innocently introduce other radio devices, such as pagers, hand-held portable transceiver radios, cellular telephones, cordless telephones, and cordless microphones into the area processing classified information with disastrous results. Also, alarm systems may use radio transmitters to alert remotely located security or fire-fighting teams.
- 3.6 l. Hand-Held Radios. Hand-held radio transceivers used with intrabase radios (IBR) and land-mobile radios (LMR) deserve special consideration because of their unique operational applications. A person may carry these devices into an area where you process classified information. If the person carrying such a device works in the facility, either turn off the device and use the telephone or separate it 2 meters from classified processors; no transmissions are allowed. If the person carrying the device is a short-term visitor, it is not necessary to turn off the radio because the visitor usually moves about in the facility. Infrequent transmissions are allowed, but only for short durations.
- 3.6.1 Beepers and Pagers. Beepers and pagers deserve special consideration because of their unique operational approactions. A person may carry these devices into an area where classified information is processed. If the person carrying such a device works in the facility, either turn off the device and use the telephone or keep the device 2 meters from classified processors. If the person carrying the device is a short-term visitor, it is not necessary to turn off the device because the visitor usually moves about in the facility. If the device has a transmit capability, follow the instructions for hand-held radios.
- 3.6 3. Cellular Telephones. Using a cellular telephone in an area where classified information is processed is a second shazard. When the cellular telephone is used as an operational necessity, handle as a hand-held radio according to paragraph 3.6.1. When the cellular telephone is a personal asset, its use is prohibited. Disable the unit from receiving calls or keep the unit outside the area.
- 3.6.4 Cordless Telephones and Cordless Microphones, Using cordless telephones in an area where classified information is processed is a hazard; their use is prohibited. Using cordless microphones for classified briefings is a hazard, their use is prohibited.
- 3.6.5 Alarm Systems. The mode of operation of alarm systems transmitters will determine their treatment. Any such transmitter with a continuous transmit mode or a high duty cycle (transmits most of the time) must meet the same separation requirements as all other fixed transmitters. If they do not meet these requirements, exclude them from operating in the classified information processing area. Low duty cycle (transmits short bursts infrequently) systems are not considered hazards and require no special treatment.

The complete document can be obtained from the Air Force Information Protection Home Page (http://www.afca.scott.af.mil/gc/gci/).

SENSITIVE COMPARTMENTED INFORMATION CLAUSES (SCIF NOT REQUIRED)

The following controls will apply to Sensitive Compartmented Information (SCI) provided under this contract:

- 1. Item 14: USAFINTEL 201-1, DOD TS-5105.21-M-1, DCID 1/14 and 1/21, and DIAM 50-5 provide the necessary guidance for EMSEC (emission security), physical, personnel and information security measures and is part of the SCI security specifications for the contract.
- 2. Item 15: This contract requires access to SCI. The National Air Intelligence Center (NAIC) Special Security Office (SSO) has exclusive security responsibility for all SCI released to the contractor or developed under this contract. The Defense Intelligence Agency (DIA), or its designee, shall be responsible for all inspections of the contractor to insure compliance with SCI Directives/Regulations. All SCI will be handled in accordance with security requirements furnished by the Aeronautical System Center (ASC) SSO, located in ASC/CVS.
- SCI will not be released to contractor employees without the specific release approval by the originator of the material as outlined in the governing directives and based on prior approval and certification of "need to-know" by the contract monitor, Denise J. Jacobs, AFRY SNAK (73), 255-4854 x 4160.
- -. Names of contractor personnel requiring access to SCI and justification for SCI billets will be submitted to the ASC SSO after contract monitor approval/concurrence. Upon receipt of written approval from the contract monitor, the Contractor Special Security Officer (CSSO) may submit the necessary forms to DISCO for a Single Scope Background Investigation (SSBI) for those personnel nominated for SCI access in accordance with the National Industrial Security Program Operating Manual (NISPOM).
- Inquiries pertaining to classification guidance on SCI will be directed to the contract monitor listed in 3 above.
- 6. All SCI furnished to the contractor in support of this contract remains the property of the Department of Defense, or the agency or command that releases it. Upon completion or ancellation of the contract, SCI furnished will be returned to the NAIC SSO.
- This contract requires that _____ SCI contract billets be established in order to fulfill the contractual obligations incurred. Access will be granted by the sponsoring government agency. Upon completion or cancellation of the contract, the CSSO will debrief all personnel not required for contract close-out and those billets will be disestablished.
- Access will be granted only at the sponsoring agency and other accredited SCI Facilities
 SCIF) as approved by the government Contract Monitor..

Page 9 of 9

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Rions of the contract, as nevertative changes, remain unothergon and in this torce and effect.)		
TOP A REVISED DD FORM 254 TA HARRIS, AFRL/SNAR, (937) 255-4854 E. TO/SANTA ANA, P O BOX 182381 TO CODE: SC1006) CONTRACTOR OF FERGALS REGORDED TO SIGN THIS DOCUMENT		AND RETURN

- 1. Pursuant to MUTUAL AGREEMENT OF THE PARTIES, and FAR 43.103(a)(3), the above numbered contract is hereby amended to reflect INCORPORATION OF A REVISED DD FORM 254.
- 2. Section J List of Documents, Exhibits, and Other Attachments, Attachment #2, Contract Security Classification (DD Form 254), dated 97NOV18 is hereby superseded by the ttached DD Form 254, dated 98JUN16.
- 3. This Supplemental Agreement constitutes a full settlement of any changes of the contractor rising out of, or connected with, the changes affected hereby.

DEPARTMENT OF DEF	ENSE				1. CLEARANCE AND SAFEGUARDING		_			
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						TOP SECRET				
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≤ SOLIC 12 FION OR OTHER NUMBER. DUE Date (FYMMOD)					c.	FINAL (Complete Item 5 in all cases) Date symmetry	8 06	17		
4. IS THIS A FOLLOW-ON CONTRACT?	YES	XIN	in it Yes	comple	ette et	e fallewing:	_			
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Kettering OH 45420-4011				1156	1	2900 Presidential Drive Suite 340				
						Fairborn OH 45324-0628				
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10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	1	11 19	penent	PMI	NG THIS CONTRACT, THE CONTRACTOR WILL:		-		
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DD Form 254, DEC 90 (EF-V1) (PerFORM PRO)

F33615-97-D-1045, P00002

Previous additions are obsolete.

Section J, ATCH #2

Page 1 of 8

12. PUBLIC RELEASE. Any information inhanified or section field per	training to this contract shall not be minused for public disservation except as provided by the industrial Security of the contract shall be received and the contract of the	arity Manual or unless it has been entroved for rable rate are by
Court Water Through Savents:	atted for approval prior to release	
	C/PA Bldg 14	
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211% Oriette 1 - for Freedom of Information and Security Review, Office	of the Assistent Secretary of Delman (Fubic Stairs) for Incom-	
in the case of more God User Agencies, requests for disclosure shall be out-	michid is that opency.	
	d for this classified effort is identified below. If any difficurty is oncommated in applying this goldance of if an query to challenge the guidance or the classification assigned to any information or material furnation in information involved shall be benefied and presented as the highest level of also place on assigned or occurrence are herein. Add additional pages as needed to provide campions posteriols.	
a. Ref Blk [Oa: COMSEC and/or cryp] b. Ref Blk [Oe(1): SCI requirements ap	tographic requirements apply. See DoD 5220.22-S for	r details.
c. Ref Bik (0e(2): General Intelligence d. Ref Bik (0 j: For Official Use Only	Material/Foreign Disclosure applies. See Addendum	le:
d. Ref Block Hc: Any classified inform	nation generated in the performance of this contract sh	all require the contractor to apply
beepers/pagers, cordless telephones and	ensistent with the source material. The use of cellular cordless microphones in a computer facility where classifications are outlined in (U) Air Force System Section 1.	telephones, hand held radios,
1990, para o. See addendum.		
f. Ref Blk lk: DCS address is HO De	pply. For on-base performance EMSEC requirements : fense Courier System, Bldg P-830, Ft. George G. Me	are incumbent on the Government.
g. Ret Block III; The Notification of G	overnment Security Activity and Visitor Group Securit	ty Agreement clause applies. See
contract clause in Section 1 for details.		
i. Transfer of documents to other IR&D	n Area B, Bldg 620, WPAFB OH 45433-7334.	
j. The National Industrial Security Prog	ram Operating Manual (NISPOM), Jan 95, applies.	
Personal Manager Ludia M. Harris	AEDI ICNIADI DES AOSA	
I. Ref Blk 15: The prime contractor wil	, AFRL/SNAR, 255-4854, extension 4186. Il not require a Top Secret safeguarding capability. Ti	he subcontractor will safeguerd all
Top Secret material under this contract,	which they will receive directly from the Government.	
14. ADDITIONAL SECURITY REQUIREMENTS, Sequencent	e, in sublition to ISM requirements, are substituted for this contract. W Yes, stendy	X Yes No
I may of the injurements to the cognitions security affile. Use them 12 if	An appropriate statement which identifies the midificient renziversess. Provide midificient renziversess. Provide	
Ref Blk 10 .e. (1) SCI requirements apply	See addendum	
and the state of t	, oo addiddii.	
 INSPECTIONS, Elements of this contract are outside the inspection. 	responsibility of the cognitions security effice. Iff Yes, identify specific to Rem 13 if additional space is needed.)	X Yes No
Prime contractor performance will o	ccur at Wright-Patterson Air Force Base Ohio, with t	the excention of a small percentage
of work which will be done at the contra	ctor's facility. DSS is relieved of all inspection respon	asibility for prime contractor
performance on the installation. ASC/SY	SPC will maintain security oversight.	
15 CERTIFICATION AND SIGNATURE Security require	ements stated herein are complete and adequate for safeguarding the class	10 at a 1 a 1 a 1 a 1
under this classified effort. All questions shall be a	referred to the official named below.	sitied information to be released or generated
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DEPARTMENT OF THE AIR FORCE

HEADQUARTERS AERONAUTICAL SYSTEMS CENTER (AFMC) WRIGHT-PATTERSON AIR FORCE BASE, OHIO

MEMORANDUM FOR ASC/CVS

FROM: ASC/SYSIC

SUBJECT: DD Form 254 Review F33615- 97-10-1045

The attached DD Form 254 is forwarded for review by your office for compliance with Sensitive Compartmented Information access requierments. Following your review, please annotate the appropriate statements and return this letter and the DD Form 254 to ASC/SYSIC

Juda J. Nicholson

LINDA L. NICHOLSON

Chief, Classification Management Section Materiel Security Division

Attachment: DD Form 254

1st Ind. ASC/CVS

TO: ASC/SYSIC

We have reviewed the attached DD Form 254.

- a. The Contract Monitor:
 - (X) Has SCI access.
 - () Does not have SCI access.
- b. Billets:
 - (x) Are available.
 -) Are not available.
- c. Review for SCI requirements determined:
 - (x) Is approved as written.
 - () Is approved, provided changes are made as indicated on the DD Form 254.
- () Is disapproved. We recommend that it be completely rewritten in accordance with the guidance provided in the "ASC Handbook for Preparing DD Form 254," December 1995.

WILLIAM R. BOHABOY, GS-13, DAF

Chief, Special Security Office

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SENSITIVE COMPARTMENTED INFORMATION CLAUSES (SCIF NOT REQUIRED)

The following controls will apply to Sensitive Compartmented Information (SCI) provided under this contract:

- Item 14: USAFINTEL 201-1, DOD TS-5105.21-M-1, DCID 1/14 and 1/21, and DIAM 50-5
 provide the necessary guidance for EMSEC (emission security), physical, personnel and
 information security measures and is part of the SCI security specifications for the contract.
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- 3. SCI will not be released to contractor employees without the specific release approval by the originator of the material as outlined in the governing directives and based on prior approval and certification of "need to-know" by the contract monitor, Denise 5. Jacobs, AFRY SNAK (93)) 255-4854 x 4160
- 4. Names of contractor personnel requiring access to SCI and justification for SCI billets will be submitted to the ASC SSO after contract monitor approval/concurrence. Upon receipt of written approval from the contract monitor, the Contractor Special Security Officer (CSSO) may submit the necessary forms to DISCO for a Single Scope Background Investigation (SSBI) for those personnel nominated for SCI access in accordance with the National Industrial Security Program Operating Manual (NISPOM).
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- 7. This contract requires that _____/ SCI contract billets be established in order to fulfill the contractual obligations incurred. Access will be granted by the sponsoring government agency. Upon completion or cancellation of the contract, the CSSO will debrief all personnel not required for contract close-out and those billets will be disestablished.
- 8. Access will be granted only at the sponsoring agency and other accredited SCI Facilities SCIF) as approved by the government Contract Monitor..

ADD JUM TO DD FORM 254 22 October 1996

GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- 1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- 3. Release of Classified and Unclassified Information to Foreign Government and Their Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking is used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the "need-to-know" — principle and safeguarding procedures of the security classification system.

b. "Not Releasable to Foreign Nationals (NOFORN)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

c. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

- a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.
- c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

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Section J, ATCH #2

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Current Guidance Implementation of DCID 1/7, 16 Apr 96, Postponed.

FOR OFFICIAL USE ONLY (FOUO)

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

1. HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

MARKING:

- a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).
- 5. In a classified document, mark:
 - An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph.
 - 2) The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - (3) "FOUO" at the bottom of each page that has FOUO information but is not classified...
 - 4) If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- c. Mark other records, such as computer print outs, photographs, films, tapes, or slide 'FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- 3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate afterhours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other commercial teletype lines without encryption.
- RELEASE: FOUO information may be released only to DoD components, officials of DoD component, and other DoD
 contractors when needed to conduct official DoD business.
- DESTRUCTION: When no longer needed, FOUO information may be disposed of by any method which will preclude its disclosure to unauthorized individuals.

DENDUM TO DD FORM 254

The following is paragraph 3.6, extracted from AFSSM 7011, 1 July 1996.

- 3.6. Special Items. People may innocently introduce other radio devices, such as pagers, hand-held portable transceiver radios, cellular telephones, cordless telephones, and cordless microphones into the area processing lassified information with disastrous results. Also, alarm systems may use radio transmitters to alert remotely located security or fire-fighting teams.
- 6.1. Hand-Held Radios. Hand-held radio transceivers used with intrabase radios (IBR) and land-mobile radios (LMR) deserve special consideration because of their unique operational applications. A person may carry these devices into an area where you process classified information. If the person carrying such a device works in the facility, either turn off the device and use the telephone or separate it 2 meters from classified processors; no manufacture and the person carrying the device is a short-term visitor, it is not necessary to turn off the did because the visitor usually moves about in the facility. Infrequent transmissions are allowed, but only for short curations.
- 5.6.2. Beepers and Pagers. Beepers and pagers deserve special consideration because of their unique operational amplications. A person may carry these devices into an area where classified information is processed. If the person carrying such a device works in the facility, either turn off the device and use the telephone or keep the device 2 deters from classified processors. If the person carrying the device is a short-term visitor, it is not necessary to turn off the device because the visitor usually moves about in the facility. If the device has a transmit capability, follow the instructions for hand-held radios.
- 1.5.3. Cellular Telephones. Using a cellular telephone in an area where classified information is processed is a serious hazard. When the cellular telephone is used as an operational necessity, handle as a hand-held radio according to paragraph 3.6.1. When the cellular telephone is a personal asset, its use is prohibited. Disable the unit from receiving calls or keep the unit outside the area.
- 5.6.4. Cordless Telephones and Cordless Microphones. Using cordless telephones in an area where classified information is processed is a hazard; their use is prohibited. Using cordless microphones for classified briefings is a hazard, their use is prohibited.
- 3.5.5. Alarm Systems. The mode of operation of alarm systems transmitters will determine their treatment. Any such transmitter with a continuous transmit mode or a high duty cycle (transmits most of the time) must meet the same separation requirements as all other fixed transmitters. If they do not meet these requirements, exclude them from operating in the classified information processing area. Low duty cycle (transmits short bursts infrequently) systems are not considered hazards and require no special treatment.

The complete document can be obtained from the Air Force Information Protection Home Page (http://www.afca.scott.af.mil/gc/gci/).

F33613-97-D-1045, P00002

Section J, ATCH #2

Page 8 of 8

AMENDMENT OF		/MODIFIC	ATION	OF CONTRACT		PAGE	1	2
F33615-97-D-1045	P00001	MAIL DA		8 REQUISITION/PURCHASE REQUEST PROJECT NO.		6. BDC/OM		
USAF/AFMC/ASC WRIGHT LABORATORY WL 2530 C ST WRIGHT-PATTERSON AFB NEGOTIATOR: STEVEN L PHONE: (937) 255-2206	OH 45433-760		7675 SAN	SAN DIEGO DAGGET ST., SUITE DIEGO, CA 921111-22 NONE	200 241	con	≪ S05j	L4A
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NAME AND TITLE OF SIGNER (7)pe or print)		21. DATE SIGNED	84	X FITTE & DE	ely	<u> </u>	24, DATE	eaten

- 1. Pursuant to FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996), the above numbered contract is hereby unilaterally amended to reflect ADMINISTRATIVE CHANGES TO THE DD FORM 254.
- 2. As a result of Paragraph 1 above, said contract is specifically modified by the following administrative changes as set forth below:
- 3. Section A Cover Page is hereby amended as follows: Block 17.b., Date of DD 254 has been changed from "970CT17" to "97NOV18".
- 4. Section J List of Documents, Exhibits, and Other Attachments, Attachment #2, Contract Security Classification (DD Form 254), dated 970CT17 is hereby superseded by the attached DD Form 254, dated 97NOV18. The administrative changes identified in this replacement DD Form 254 are located in the following blocks: 2.a., 2.c., 5.a., i.b., 6.a., 6.c., and 13.a.
- 5. Except as noted above all terms and conditions of the contract remain unchanged.

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Classified material received or generated under					Preceding Contract Number is	transferred to this follow-on cont	ract		
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10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO.	11. IN	PERFOR	MING THIS CONTRACT, THE	CONTRACTOR WILL:		YES	NO
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12. PUBLIC RELEASE, Any information trianglish or annihumily		
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	ASC/PA Bldg 14	
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	WPAFB OH 45433-6503	
13 the Constant of or Freedom of Information and Security Review, O	Hitce of the Assistant Secretary of Defense Public Attend for more	
13. SECURITY GUIDANCE, The security classification makes	submitted to that agency.	
3) The partners of the official identified below. Product from Section and American Product of the Product o	s, the information involved shall be handled and protected at the highest level of of formice harries. Acid additional pages as needed to provide committe junifance.)	16 is easilying that partients or if any other contributing factor indicates a need for changes is this pushed on instead furnished or generated under this centract; and to submit any quantities for incorporate classification stagged or recommended. FM is an appropriate for the classified attact. Attack, or flow.
- The of the cock). General intelligent	ptographic requirements apply. See DC ce Material/Foreign Disclosure applies.	DD 5220.22-S for details. See Addendum.
c. Ref Blk 10j; For Official Use Only d. Ref Blk 11a; Releasing Governme Contractor performance is restricted to	ent activity will furnish complete classif	ication guidance for the service to be performed.
e. Ref Blk 111: On-base performance	in Area B Ridg 620 WPAER OU 454	122 7274
contract clause in Section I for details.	vernment Security Activity and visitor g	group security agreement clause applies: See
g. Transfer of documents to other IR&	kD efforts is not permitted.	
i. Program Manager: Lydia M. Harr	ogram Operating Manual (NISPOM), J	an 95, applies.
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GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- 1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- c. Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

ADDENDUM TO DD FORM 254 21 August 1996

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking is used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the "need-to-know" principle and safeguarding procedures of the security classification system.

b. "Not Releasable to Foreign Nationals (NOFORN)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

c. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

- a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.
- c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

Current Guidance

FOR OFFICIAL USE ONLY

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

1. HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

2 MARKING:

- Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).
 - In a classified document, mark:
- An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph.
- The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - "FOUO" at the bottom of each page that has FOUO but not classified...
- If a classified document also contains FOUO information or if the classified material become FOUO when declarified, place the following statement on the bottom of the cover or the first page, under the classification marking:
 NOT: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- Mark other records, such as computer print outs, photographs, films, tapes, or slide "FOR OFFICIAL USE ONLY" so
- d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- t. Any FOUO material released to a contractor by a DOD User Agency must have the following statement on the front page cover: THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) ______ APPLY.
- 3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or booked es. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
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 Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other DSN teletype lines without encryption.
- 5. RELEASE: FOUO information shall not be released outside the contractor's facility except to representatives of the DOD.
- DESTRUCTION: When no longer needed, FOUO information may be disposed of by an method which will preclude its disclosure to unauthorized individuals.

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POWNED and or through and or terem for the co- terned an all the by the epiditation	musicon's Negotiated Agree musicomment and return 1 five as items or perform all the sisteration, stated herein. The n sub-all to and governed by the n of any (c) such provisions, reprinted portated by reference here	copies to issuing office.) Contract envices set forth or otherwise ider gifts and obligations of the partie officering documents; (a) this away especiations, perfections, and as	ntified s to this rd/contract	inch in fu s. the and nec	offer or ding the labored contract your offer rayour	n Sciicnation Numbry yadditions or chant is hereby accepte which consists of t m. and (b) this awa	ges made by you which d as to the tems listed h	sign this document.) additions or changes an arein. This award consi (a) the Government's accomment is	s set forth ummetes
-	NAT IS OF PERSON AUTHORIZED	TO SIGNI		_ sv_	()X	ule of	1. Stell	lu	
	CP SIGNER (TYPE OR PRINT)	28. DATE	SIGNED	31. 7			CER (TYPE OR PRINT)	32 DATE:	SIGNED
J.K. Th Directo	omas r, Contracts & N	(storial Mont	024	В	ETTI	IE L. ST	EELY	9711	12

SECTIONB

SUPPLIES/SERVICES FULL TEXT CLAUSES

1. 5352.216-9001 PAYMENT OF FEE (AFMC) (JUL 1997)

The estimated cost and fee for this contract will be determined for each individual delivery order. The applicable fixed fee or target fee set forth for each delivery order may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) or completion of each task order for term contracts, based upon the percentage of hours completed as related to the total hours.)

Estimated Cost:

To be determined for each delivery order

Fixed Fee:

To be determined for each delivery order

insert Target or Fixed Fee)

2. 5352.232-9001 IMPLEMENTATION OF LIMITATION OF FUNDS (AFMC) (JUL 1997)

The sums allotted to this contract and available for payment of costs under all contract line items in accordance with the clause in Section I entitled "Limitation of Funds," will be be established for each individual delivery order as required.

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

Ttem No Quantity Pur Unit Unit Price Total Price
0001 1 10 8 NSP 3 NSP

Noun: RESEARCH AND DATA

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D PR No: GWLAA977201610 Proj Mgr: U Contract Type :

Descriptive Data

- A. Conduct Research entitled 'Avionics Communication, Navigation, Identification Exploration' in accordance with Attachment 1, Statement of Objectives (SOO), dated 14 Mar 97. Deliver data in accordance with Contract Data Requirements List, dated 18 Mar 97.
- B. Payment instructions for the subline items shown below are contained in Section G, paragraph 1.

Item No Quantity Pur Unit Unit Price Total Price 0002 1 LO \$ NSP S NSP

Noun: HARDWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: Proj Mgr: PY1456
Contract Type :

Descriptive Data

Deliver hardware in accordance with the Statement of Work (SOW) for each Delivery

11em No Ouantity Pur Unit Unit Price Total Price
0003 1 LO \$ NSP S NSP

Noun: COMPUTER SOFTWARE

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: Proj Mgr: GFY1175

Contract Type :

Descriptive Data

Deliver software in accordance with Statement of Work (SOW) for each Delivery Order.

Item No Quantity Pur Unit Unit Price Total Price
0004 1 LO S NSP S NSP

Noun: NONDEVELOPMENTAL/MATERIALS

ACRN: U Sec Clas: U NSN: N Site Codes PQA: D ACP: D FOB: D

PR No: Proj Mgr: GFY1175 Contract Type :

Descriptive Data

Deliver nondevelopmental/materials in accordance with Statement of Work (SOW) for each Delivery Order.

PARTI	
SECTIONC	DESCRIPTION/SPECIFICATION
STATEMENT OF WORL	K (SOW)
The Statement of Work (SC incorporated as Attachment	OW) entitled "Avionics Communication, Navigation, Identification Exploration" dated 5 Jun 97, is
SECTIOND	PACKAGING AND MARKING

1. 5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING AND MARKING (AFMC JUL 97)

Items shall be packaged and marked in accordance with the contractor's best commercial practice to ensure undamaged arrival at destination. Individual shipments exceeding 150 pounds or 108 inches in length or 130 inches in girth plus length, shall be packaged on skidded crates or palletized to allow handling by forklift.

The exterior container shall be marked (readable from 24 inches NOT FOR OUTSIDE STORAGE!

SECTIONE

INSPECTION AND ACCEPTANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by

1. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

PARAGRAPH CLAUSE TITLE & DATE

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT - COST-REIMBURSEMENT (APR 1984)

II. DOD FAR SUPPLEMENT CONTRACT CLAUSES

PARAGRAPH CLAUSE TITLE & DATE

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991) 5352.246-9001 INSPECTION AND ACCEPTANCE (AFMC) (JUL 1997)

- 2. In accordance with FAR 46.401(b) and 46.503, Place of acceptance, Government Contract Quality Assurance Inspection will be at Destination.
- b. Inspection and acceptance of data will be in accordance with the Contract Data Requirements Lists (CDRLs) attached hereto. In those instances where the symbol "LT" appears in block 7 of the CDRL, the place for such action shall be at the office designated as the "Technical Office."

SECTIONE

DELIVERIES OR PERFORMANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

PARAGRAPH

CLAUSE TITLE & DATE

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984) 52.247-34 F.O.B. DESTINATION (NOV 1991)

2. CONTRACT DELIVERIES

The terms "MAC" and "MARO", as used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined to mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, AFMC Form 701)".

SECTION F SUPPLIES SCHEDULE DATA CLIN ACRN Sec Clas Ship To Mark For U Delivery Date Quantity A. 60MARO 1 B. C.

Descriptive Data

D.

The scheduled delivery date for the approved final technical report is 60 months after mailing date. All data shall be delivered in accordance with Exhibit A, contract Data Requirements List, DD Form 1423, dated 18 Mar 97. The technical effort must be completed no later than 60 months after mailing date. See DD Form 1423 for mailing address.

CLIN_ 0002	ACRN U	Sec Clas	Ship To FY1456	Mark For
А. В.	Delivery Date 60MARO	Quantity 1		
D. E.				

Descriptive Data

The scheduled delivery date for hardware is 60 months after mailing date. See Section H for the shipment address. CLIN ACRN Sec Clas Ship To Mark For 0003 U U U

Delivery Date Quantity

A. 60MARO 1

E.

Descriptive Data

The scheduled delivery date for computer software is 60 months after mailing date.

00.0N 00.04	ACRN U	Sec Clas	Ship To	Mark For
A B C D B	Delivery Date 60MARO	Ouantity 1		

Descriptive Data

The scheduled delivery date for NONDEVELOPMENTAL/MATERIALS is 60 months after mailing date.

1. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Payment for all effort under this contract should be made in the order and amounts shown in the informational subclin(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next

ACRN

SUBCLIN NO.

TOTAL OBLIGATED

TO BE PROVIDED IN EACH DELIVERY ORDER.

2. PROJECT ENGINEER

Madia Harris WaZA AST

(937) 255-4854 EXT 4186

3. SOLICITATION NUMBER

F 3615-97-R-1045

4. TAXPAYER IDENTIFICATION NUMBER (TIN)

34-0575430

5. PAYMENT ADDRESS

IRW no.

P.O. Box 7777-W2890

Phila elphia, PA 19175-0001

6. INVOICE AND PAYMENT - COST REIMBURSEMENT (JUN 1996)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office pursuant to FAR 52.216-7, Allowable Cost and Payment clause. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

F33615-97-D-1045 Page 9 Section G

SECTION G

ACCOUNTING CLASSIFICATION DATA

TO BE ESTABLISHED AT CONTRACT AWARD FOR EACH DELIVERY ORDER

Appropriation/Lmt Subhead/CPN Resig DODAAG Obligation ACRN Clas Supplemental Accounting Classification Amount ACCOUNT UNCLAS

pr/mipr data:

Descriptive Data

This form will be used at time of contract award for Delivery Order #1 and each sussequent delivery order.

I. I YPE CONTRACT

This is an Indefinite Delivery/Indefinite Quantity type contract with Cost Plus fixed Fee (Completion) type delivery orders expected to be issued in accordance with the terms of the contract.

2. GUARANTEED FINAL REPORT

If this contract is terminated prior to completion, the Contractor agrees to provide a final report in accordance with Exhibit A. Data Item A001. During the life of the contract, the contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of said final report.

3. DELIVERY OF REPORTS

All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal, unless otherwise required by the Contract Data Requirements List, shall blocks 6 and 7, respectively and as shown below:

```
WL AAST Bldg 620
2241 Avionics Circle Suite 32
WE VEB. DH 45433-7334
ATTN: Lydia M. Harris

WL AAF
4 TIN: F33615-97-D-1045
2247 Avionics Circle
WE VEB. OH 45433
```

4 PMENT ADDRESS

y on-mailable items should be delivered to:

```
F-(1456
WL/DOMH
H dg 93, Area B, 2635 G Street
Contract Number F33615-97-D-1045
Wright-Patterson AFB OH 45433-7603
W/F: WL/AAST ATTN: Lydia Harris, (937) 255-4854 EXT. 4188
```

Vallable items should be sent to the AF Project Engineer at the address shown on the Contract Data Requirements

5. INCORPORATION OF SECTION K BY REFERENCE

Pursuant to Federal Acquisition Regulation (FAR) 15.406-1(b), Section K of the solicitation is hereby incorporated herein by reference.

F33615-97-D-1045 Page 11 Section H

6. BASE SUPPORT

The items contemplated by the clause entitled Base Support are as follows:

Work benches, general purpose equipment, and personal computers in the Aviences Communications, Navigations, Lean ficution Exploration Facility, Bldg 620, Area B, Wright Patterson AFB, OH.

Office space in WL/AAST, Area B, Building 620, for up to eight full state and or part-time contractor personnel.

7. LIST OF DATA/SOFTWARE TO BE PROVIDED WITH LESS THAN UNLIMITED RIGHTS

With the exception of the technical data or computer software set out below, all technical data and computer software to be delivered under this contract shall be furnished with unlimited rights as defined in Section I, clause DFARS 52.227-7013, 252 227-7014 or 252.227-7018 as applicable.

TTEMS, COMPONENTS, PROCESSES OR COMPUTER SOFTWARE

DRAWING/DOCUMENT NUMBER OR TITLE

GOVERNMENT RIGHTS

T - identified separately for each Delivery Order,

8. COMSEC ACCESS AND/OR CRYPTOGRAPHIC ACCESS

The contractor is governed by DOD 5220.22-S, COMSEC supplement to the Industrial Security Manual. Access to COMSEC material/information is restricted to U.S. citizens holding final U.S. government clearances and is not releasable to personnel holding only a reciprocal clearance. Personnel requiring COMSEC access shall be briefed IAW DOD 5220.22-S. NOTE: The COMSEC/crypto briefing applies only to the use and control of crypto equipment and specialized COMSEC publications. NACSIM/NACSEM documents are not considered COMSEC controlled material. Additionally, cryptographic information/equipment shall be retained in a contractor facility COMSEC account IAW DOD 5220.22-S. The Air Force program/project manager shall designate the number of personnel requiring cryptographic access. The number will be limited to the minimum necessary and will be based on a strict need-to-know basis.

4. MAXIMUM/MINIMUM (FEB 1994)

Fursiant to FAR 52.216-22(b), the maximum amount is defined as that set forth on page 1, AFMC Form 701, block 22, which will be established at time of contract award. The minimum amount is defined as the total incremental funding amount obligated by the delivery order(s) issued at contract award.

(ASC WL PK 94-05)

10 ORDERING

- a. Individual delivery orders will be required from time to time to assign specifically defined requirements to the
- b. Orders shall be issued against the contract in writing on a DD Form 1155. Each order shall identify the specific effort to be accomplished, the completion date, and the required deliverables. Each order shall contain a citation of form which payments shall be made and shall be signed by the Contracting officer. An order is considered issued

when the government deposits the order in the mail or hands it to the contractor's representative,

- c. Pror to issuance of a delivery order, the Contracting Officer will send a Statement of Work (SOW) to the contractor. The contractor shall submit a written technical and cost proposal for accomplishing the effort to the Contracting Officer. The proposal shall include the following information as a minimum:
 - (1) The contractor's overall plan for accomplishing the requirements of the SOW.
 - (2) Milestones associated with accomplishment of the SOW.
- (3) Justification, if necessary, for using team members (subcontractors) other than those proposed and negotiated in award of the original contract. The justification, for example, would document why the original team members cannot provide the technical expertise to accomplish the particular delivery order.
- (4) A cost proposal to include a breakdown of labor hours, indirect costs, materials, travel, subcontracting, and any other costs and fee. The contractor shall provide a cost breakdown of proposed subcontracts and its analysis of the cost mableness and realism of the proposed subcontracting. Performance periods for individual delivery orders may cross fiscal years. The contractor, therefore, shall break down proposed costs by fiscal year. The cost proposal shall be submitted on an SF 1411, Contract Pricing Proposal Cover Sheet, for each proposal in excess of \$500,000.00 or for those of a lesser amount if requested by the Contracting Officer.
 - (5) Certified cost and pricing data shall be required for any order anticipated to cost more than \$500,000.00.

CONTRACT CLAUSES

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

PARAGRAPH

CLAUSE TITLE & DATE

50 202-1	DEFINITIONS (OCT 1995)
52,203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.20347	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
	(JAN 1997)
52 203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52 203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.2042	SECONTI NEQUINENTS (AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PARED HID 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	NEW MATERIAL (MAY 1995)
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT SURPLUS
	PROPERTY (MAY 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.21.5-2	AUDIT AND RECORDS - NEGOTIATIONS (AUG 1996)
50.015-25	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1995)
52 215-26	INTEGRITY OF UNIT PRICES (JAN 1997)
52.215-33	ORDER OF PRECEDENCE (JAN 1986)
52.216-7	ALLOWABLE COST AND PAYMENT (MAR 1997)
	Modified by deleting from para (a) the words "Sub-part 31.2" and substituting for them
	"Sub-part 31.3"
52.216-8	FIXED FEE (MAR 1997)
52.216-18	ORDERING (OCT 1995)
	Para (a), dates are from Contract Award through 60 MARO.
52.215-19	ORDER LIMITATIONS (OCT 1995)
	Para (a), \$1,000.00; Para (b)(1), \$25,000;
	Para (b)(2), \$25,000; Para (b)(3), 30 days.
	Para (d) 7 days.
52.216-22	INDEFINITE QUANTITY (OCT 1995)
	Para (d), 60 MARO.
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS CONCERNS (JUN 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUM (JUL 1990)
	Para (a), "0" is inserted. The inserted figure does not apply to the exceptions in
	subparagraph (a)(1) through (a)(4) of the clause.

52 222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52 222-26	EQUAL OPPORTUNITY (APR 1984)
52 222-28	EQUAL OPPORTUNITY PREAWARD OF EARANCE OF CULTURE
52 222-35	THE HOURT OF SPECIAL DISABLED AND WITH A LED AND THE PARTY OF THE PART
52.222-36	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETER AND
52,223-2	CLEAN AIR AND WATER (APR 1984)
52 223-6	DRUG-FREE WORKPLACE (JAN 1997)
52 223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1994)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN DIRECTLY COST AND TO SEE
30.006-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEI
	1996)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52 217-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52 227-10	FILING OF PATENTS APPLICATIONS - CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT MUNIS - RETENTION BY THE CONTRACTOR OF COMPANY AND THE
	The contractor shall forward the invention reports called for by the Patents Rights
	clause through the Administrative Contracting Office addressed to the Staff Judge
	Advocate (Patent Counsel), AFMC LO/JAZI, Bldg 11. Area B; 2240 B Street, Suite 5,
	WPAFB, OH 45433-7109.
52,228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS (APR 1996)
52 230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
52 232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
\$2,232-17	INTEREST (JUN 1996)
51.732-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52,232-25	PROMPT PAYMENT (JUN 1997)
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENTS (AUG 1996)
52.233-1	DISPUTES (OCT 1995)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52 237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52 242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52 242-3	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
52 242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
50.042-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1997) - ALTERNATE I
	(AUG 1996)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.24946	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
	CONTROL TO COMPANY AND A SECURE

11. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES (1991 DFARS)

PARAGRAPH

CLAUSE TITLE & DATE

252,205-7001	SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)
252,203-7002	
252 204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252 204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252 305-7000	PROVISION OF INFORMATION TO COORER ATTURE A DESCRIPTION OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRES
252 209-7000	
	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTIONS UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991)
252 219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING
	PLAN (TEST PROGRAM) (JUN 1997)
352 223-7001	HAZARD WARNING LABELS (DEC 1991)
252 223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 199)
253 225-7009	TO A THE LATER OF THE PROPERTY
352,325-7012	I BLI LEGLIVE FUR URK I AIN IN MINES III COMPANIE COMPANI
	PREFERENCE FOR DOMESTIC SPECIAL TV METALS (NOV. 1995)
	ACSTRUCTIONS ON THE ACCUMNITION OF RALL AND DOLLED DEADNICE THREE COM
Mad	RESTRICTION ON ACCURACION OF FORGINGS AT A LINEAR
25-026	REPORTING OF CONTRACT PERFORMANCE OF TELEPERING THE CONTRACT
252 225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY AND ARMOD STEEL BY ATTE COOR 1999
	RIGHTS IN TECHNICAL DATA-NUNCTIMMER (TAT TEXTS AND ADDRESS
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARF AND NONCOMMERCIAL COMPUTER
	SOLI WARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (ILD.) 1995
=: 2.227-7019	VALIDATION OF ASSERTED RESTRICTIONS—COMPLETER SOFTWARE CHARLESOFT
252 227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED DISCREMATION
	MARKED WITH RESTRICTIVE LEGENDS (ITIN 1995)
252-227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT (OCT 1988)
251 127-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY (14 N 1997)
	The term "delivered" means accompanied by a DD Form 250. Material Inspection and
	Receiving Report.
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
1- 000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7006	
	ACANOWLEDGEMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT (MAY 1995)
352 242-7005	COST/SCHEDULE STATUS REPORT (MAR 1997)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHORAWALS OF PROPOSALS OF PROPO

2. 52.215-30 FACILITIES CAPITAL COST OF MONEY (SEP 1987)

a. Facilities capital cost of money will be an allowable cost for the delivery orders issued under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

b. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52,252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available.

4. 5352.235-9000 SCIENTIFIC/TECHNICAL INFORMATION (STINFO) (MAY 1996)

If not already registered, the Contractor shall register for Defense Technical Information Center (DTIC) service by contacting the following:

Defense Technical Information Center. DTIC/BCS 8725 John J. Kingman Road Suite 0944 Pt Belvoir, VA 22060-6218 (703) 767-8273 Fax: (703) 767-8228

To avoid duplication of effort and conserve scientific and technical resources the Contractor shall search existing sources in DTIC to determine the current state-of-the-art concepts, studies, etc.

5. 252,247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

- Definitions. As used in this clause-
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
 - 2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; building and facilities; ships; floating equipment and vessels of every character, type and description, with parts, subassemblies, accessories and equipment; machine tools; material; equipment; stores of all kinds; and items construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- b. The Contractor shall employ United States-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S. flag-vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charge are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as

expeditiously as possible, but the Contracting Officer's failure to grant approval to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Request shall contain at a minimum --

- (1) Type, weight and cube cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- d. The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number:
 - (2) Name of vessel:
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity:
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- e. The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipment under the contract;

- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the
 - TTEM CONTRACT
 DESCRIPTION LINE ITEMS QUANTITY

written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

TOTAL

- If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the centract, based on the unauthorized use.
- g. The contractor shall include in this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

6. 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

- a Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbontetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.
- b. The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- "WARNING: Contains (or manufactured with, if applicable) _____ * ______, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."
- * The Contractor shall insert the name of the substance(s).

7. 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)

Thirty days before the date contractor operations will begin on base, the contractor shall notify the security policy activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to --

- a. The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or oversea area, as appropriate;
 - b. The contract number and military contracting command:
 - . The highest classification category of defense information to which contractor employees will have access;
- d. The Air Force installations in the U.S. (in oversea areas identify only the APO number(s)) where the contract work will be performed:
 - e. The date contractor operations will begin on base in the U.S. or in the oversea area;
 - f. The estimated completion date of operations on base in the U.S. or in the oversea area; and

g Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoI) 5220.22M, Industrial Security Manual, paragraph 37d.

8. 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

- a. In performing work under this contract on a Government installation, the Contractor shall --
 - (1) Comply with the specific safety requirements established by this contract:
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for health and safety.
- b If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention and Health Program, in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall contract y with the safety rules of that Government installation, in effect on the date of this contract.
- e. The Contracting Officer may, by written order, direct additional AFOSH and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- 4 Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS) (DEV) (JUL 1995)

- Government-furnished property.
- The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of
 - (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (3) The delivery or performance dates for this contract are based upon the expectation that Government furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

- (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
 - Changes in Government-furnished property,
- (1) The Contracting Officer may, by written notice, 6) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any --
 - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
 - (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

c. Title.

- (1) The Government shall retain title to all Government-furnished property,
- (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cast under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon
 - (i) Issuance of the property for use in contract performance;
 - (ii) Commencement of processing of the property for use in contract performance; or
 - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first
- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
 - e. Property administration.
 - (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and

shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

Limited risk of loss.

- (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3)
- (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage).
- (i) That results from a risk expressly required to be insured under this contract but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) 'That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, out only to the extent of such insurance or reimbursement;
 - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
 - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
- (3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
- (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage-
 - (A) Did not result from the Contractor's failure to maintain an approved program or system; or
 - (B) Occurred while an approved program or system was maintained by the Contractor.
- (4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not arteet the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when

received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

- (5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the contracting officer a statement of -
 - (i) The lost, destroyed, or damaged Government property:
 - (ii) The time and origin of the loss, destruction, or damage:
 - (iii) All known interests in commingled property of which the Government property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property us the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.
- (7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract,
- (8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Covernment property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Covernment property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.
- (9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

n. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

E Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or

authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forging or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

- (j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government.
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
 - (k) Communications. All communications under this clause shall be in writing.
- (I) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

10. 52,252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- a. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- 5. The use in this solicitation or contract of any DOD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

11. 5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY1996)

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not require to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that its' security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed --

- a By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, paragraph 5ag, classified mail services, security badges, visitor control and investigating security incidents; and
- b. Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

12. 5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (AFMC) (JUL 1997)

- a. "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- Material Safety Data, and Section I clause, DFARS 252.223-7001 Hazardous Warning Labels, shall be updated during performance of the contract whenever the contractor determines that any other material to be delivered or used on base, in excess of that identified, under this contract is hazardous based on changes in the composition of the items(s) or a revision to Federal Standard No. 313. Provide written notification of changes in the Material Safety Data Sheets (MSDSs), including a onstallation.
- The contractor shall submit a Contractor Hazardous Material Report for each item identified under Section K clause FAR \$2,223-3 Hazardous Material Identification and Material Safety Data and Section I clause DFARS 252,223-7001, Hazardous Warning Labels, or updates resulting from paragraph (b) of this clause 15 days prior to bringing the items on base and update the report at least monthly (beginning no later than 30 days after the material is brought on base) until removal of the hazardous material from the base.
- d All hazardous material used on base (including material to be used for a period of less than 24 house) shall contain a hazardous material warning label. The label shall include a list of the hazardous chemical(s), material identification which matches the part number and /or trade name on the MSDS, appropriate hazard warnings (including description of target organs), and name and address of the chemical manufacturer, importer, or other responsible party.
- e. The contractor is responsible for conducting and documenting employee hazard communication training prior to the
- f. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the contractor of any responsibility or liability for the safety of the Government, Contractor, or subcontractor personnel or property.
- g. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinance, and regulations (including the obtaining of licenses and permits in conjunction with hazardous material).
- h. Notwithstanding any other rights in technical data specified elsewhere in this contract, the Government may use, duplicate, and disclose any data to which this clause is applicable to apprise personnel of the hazards to which they may be exposed and obtain medical treatment for those affected by the material. In addition, the government may allow others to use, duplicate and disclose data for these purposes.

13. 5352.225-9001 ENGLISH LANGUAGE REQUIREMENTS (AFMC) (JUL 1997)

- a Deliver all documents in the English language.
- b Provide an English language speaking person during in-plant visits, inspections, reviews, audits, and other similar activities.

5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)

The contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2 and contemplated by FAR 52.228-5 and/or 52.228-7.

15. 5352,235-9001 KEY POSITIONS AND MINIMUM QUALIFICATIONS (AFMC) (JUL 1997)

a. Contractor personnel holding the position titles and having the qualifications listed below are considered essential to the work being performed under this contract;

Key Positions (list by job title)

Minimum Qualifications: (list minimum qualifications in terms of education and/or experience)

Key position names will be identified by each delivery order

b. The contractor shall notify the contracting officer before the departure of any individual in a key position and identify the proposed substitution. Any proposed personnel substitution that does not meet the minimum qualification requirements described above requires the prior written approval of the contracting officer.

16. 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

- a The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- b. The contractor shall submit a written request on company letterhead to the contracting officer listing the following:
 contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing
 access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification
 credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and
 registration office or security police for processing. When reporting to the registration office, the authorized contractor
 individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain
 a vehicle pass.
- c. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- d. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-801, Personnel Security Program Management, as applicable.
- e. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- f. Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment,
 - 2 Failure to comply with these requirements may result in withholding of final payment,

17. 5352.244-9000 DELETION OF ADVANCE NOTIFICATION/CONSENT REQUIREMENT FOR SUBCONTRACTS (AFMC) (JUL 1997)

Paragraphs (a) and (b) of Section I, FAR 52.244-2 do not apply to the following subcontracts, which were evaluated during negotiations:

Northern Telecon, Magnavox, Motorola, Cisco, Systran, Spire, Silicon Graphics, Hummingbird, Cim Sauriors, SelectTech Services Corporation, and MacAulay Brown.

This consent shall in no way relieve the contractor of any responsibility for performing this contract; shall not create any obligation of the Government to, or privity with, these subcontractors; shall be without prejudice to any the subcontract terms or conditions or the allowability of any costs under this contract. Any further request for consent, as required by the "Subcontracts" clause, must be processed through the cognizant Administrative.

18. 5352.245-9000 GOVERNMENT FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997)

Pursuant to the Government Property clause herein, the Government will furnish the item(s) of property listed in attachment is Section J hereto as Government Furnished Property (GFP) to the contractor, F.O.B. Destination, for use in performance of this contract. Upon completion of the contract, the contractor will obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

19. 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

- Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.
- b. The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).
- c Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.
- The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.
 - e. Following are installations where base support will be provided: (See Section H)
- f. The Government support to be furnished under this contract is listed in Section H. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

20. 5352.245-9012 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (AFMC) (JUL 1997)

The contractor is authorized to use in the performance of this contract on a rent-free, non-interference basis the governmentowned property identified in GFP Section J. Attachment 3 hereto, made available from contract award through contract

21. 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)

- For the purpose of this clause,
- (1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations,
- (2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;
 - (3) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.
- The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.
- Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.
- Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

SECTION J	LI	ST OF DOCUMENTS, EXHIBITS, AND OTHER	ATTACHMENTS
TOENT	DATE	TITLE_	NO. OF
Atem #1	97JUN05	Statement of Work (SOW) Avionics Communication, Navigation. Identification Exploration	PAGES 3
Moon =3	970CT17	Contract Security Classification (DD Form 254)	5
A1 #1	undated	Government Furnished Property Listing	2
Total A	97MAR18	Contract Data Requirements Met. DD Form 1423	12

1A.3.1 Background

The ACE facility provides research and development services to the military community for the advancement of technologies required to achieve next generation integrated CNI avionics and the development of advanced avionics concepts. The current emphasis, though only a portion of the total facility vision, is concentrated on GPS and Embedded GPS Inertial Navigation System (INS) testing and support. The purposes of this effort are to: 1) continue current capability and support while expanding and improving the capability to develop and demonstrate technologies to enable cost-effective evaluations/demonstrations of advanced avionics architectures; 2) define and demonstrate technologies, methodologies, and processes to promote research in advanced CNI avionics systems; and, 3) evaluate CNI simulation and advanced integration technologies.

1A.3.2 Scope of Work

The contractor shall provide engineering hardware and software development services to the ACE facility to conduct annuaced CNI modeling and simulation and support the ongoing modeling and simulation efforts. The contractor shall define and demonstrate technology to enable cost effective evaluations and demonstrations of advanced avionics architectures. The contractor shall define and demonstrate techniques, methodologies, and processes to promote research in advanced CNI avionics systems.

1A.3.3 Applicable Documents

Applicable documents will be determined on a delivery order by delivery order basis.

1A.3.4 Requirements

The contractor shall develop and demonstrate technology to:

- 1) enable cost-effective evaluations and demonstrations of advanced avionics architectures;
- define and demonstrate techniques, methodologies, and processes to promote research in advanced CNI avionics systems; and,
- 3) evaluate CNI simulation and advanced integration technologies.

1A.3.4.1 Studies

The contractor shall conduct technology studies to identify requirements, assess feasibility of advanced technologies, assess applications to advanced military CNI systems, assess technology as a basis for planning future R&D and applications, and other studies as required. (CDRL A001)

1A.3.4.2 Hardware/Software Development and Data Analysis

The contractor shall design, develop, fabricate and test technologies and techniques to evaluate CNI simulation and CNI advanced system integration, including real-time avionics hardware-in-the-loop simulation technologies. The contractor shall evaluate and implement software and software tools in support of CNI R&D. The contractor shall investigate, develop, and demonstrate methods for data analysis capabilities and techniques. (CDRLs A001, A009, A010, A011)

1A.3.4.2.1 ACE Maturation

The contractor shall provide engineering services to maintain, modify, and enhance the ACE facility to explore advanced CNI evaluation capabilities and advanced research and development. The contractor shall conduct studies of new, future and advanced technologies, and perform hardware and software analysis to develop the ACE facility in three major growth segments as delineated herein, conducting demonstrations of the enhanced capabilities. The contractor shall establish requirements, and design, develop, and demonstrate technology improvements to the ACE

- to upgrade the GPS test capability:
- 2) to upgrade the assets within the ACE for advanced CNI evaluation and R&D; and
- to integrate the ACE with complimentary avionics laboratory assets.

The contractor shall also perform data reduction and analysis of CNI evaluation results conducted by the ACE and provide services to maintain and operate the ACE facility. (CDRLs A001, A009, A010, A011)

1A.3.4.3 Technology Demonstration

The contractor shall perform demonstrations of techniques, methodologies, and processes which support CNI and Collaborative Engineering Environment (CEE) research.

> Atch 1 Pg 2 of 3

1A.3.4.3.1 Collaborative Engineering Environment Enhancements

The contractor shall establish requirements, and design, develop, and demonstrate technology improvements to the ACE to integrate the ACE with complimentary avionics laboratory assets to enhance the ability to evaluate advanced CNI systems. (CDRLs A001, A006, A007, A009, A010, A011)

1A.3.4.3.2 Laboratory Maintenance and Operation

The contractor shall provide the personnel and skills to support the daily maintenance and operation of the ACE facility. The contractor shall provide materials, replacement components, and parts, as required to prevent or eliminate malfunctions and enhance, upgrade or improve capabilities of laboratory hardware. The contractor shall develop test plans and procedures, perform assessments and conduct evaluations and demonstrations in the ACE facility to advance the development and evaluation of future CNI Systems.

1A.3.5 Management

The contractor shall exercise administrative and financial management functions during the course of this effort such as: scheduling of activities and milestones; reporting status of progress toward accomplishment of objectives; planning the project; preparing for and conducting program reviews and presentations; and describing in detail the overall results of the effort. (CDRLs A001, A002, A003, A004, A005, A006, A007, A008)

Section J

Atch 1. Pg 3 of 3

DEPARTMENT OF	DEFENSE			1. CLEARANCE AND SAFEGUARDING		
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GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- c. Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- 3. Release of Classified and Unclassified Information to Foreign Government and Their Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking is used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other markings specified herein, or by the application of the "need-to-know" principle and safeguarding procedures of the security classification system.

b. "Not Releasable to Foreign Nationals (NOFORM)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

c. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

- a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.
- c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

Current Guidance Implementation of DCID 1/7, 16 Apr 96, Postponed.

FOR OFFICIAL USE ONLY

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

MARKING:

- a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).
 - b. In a classified document, mark:
- An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning.
- The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - "FOUO" at the bottom of each page that has FOUO but not classified.
- If a classified document also contains FOUO information or if the classified material become FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- c. Mark other records, such as computer print outs, photographs, films, tapes, or slide 'FOR OFFICIAL USE ONLY' so that the receiver or viewer knows the record contains FOUO information.
- d. Mark each part of a message that contains FOUO information. Uncrassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- f. Any FOUO material released to a contractor by a DOD User Agency must have the following statement on the front page or cover: THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) _______APPLY.
- 3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other DSN teletype lines without encryption.
- RELEASE: FOUO information shall not be released outside the contractor's facility except to representatives of the DOD.
- 6. DESTRUCTION: When no longer needed. FOUO information may be disposed of by an method which will preclude its disclosure to unauthorized individuals.

730615-97-D-1045

GOVERNMENT FURNISHED PROPERTY FOR ACE

The following Government property will be provided to the contractor at contract award, and will be available throughout the performance period:

QTY	MODEL NO.	DESCRIPTION
3	PTS-500	Frequency Synthesizer
3	8566B	Spectrum Analyze:
3	5342A	Microwave Frequency Counter
2	436A	Power Meter
1	438A	Power Meter
3	TM5000	Mainframe with the following plug-ins:
1		a DC5010 Programmable Division
1		a. DC5010 Programmable Digital Counter
1		 b. DM5010 Programmable Digital Multimeter c. DC505 Universal Counter/Timer
1		d EGSOLO Programma LL E
2		d. FG5010 Programmable Function Generator e. FG504 40 MHz Function Generator
1		f PS5010 Programmal L P
1		f. PS5010 Programmable Power Supply
1		g. SC502 Oscilloscope h. DP501 Prescaler
4		
2		i. FG502 Function Generator
1		j. DM501 Digital Multimeter
1		k. DC503 Universal Counter
1	8112A	I. PS503 Power Supply
4	8656B	Programmable Pulse Generator
1	59401A	Signal Generator
1	8903	Programmable HPIB Bus Analyzer
1	MF5	Programmable Audio Analyzer
	MILD	Tau-Tron Bit Error Rate Test System; including two
1		mainframes and the following associated plug-ins:
1		a. MS302 Clock Source
1		b. MN302 BERT Transmitter
1		c. MC303 Encoder
2		d. MA301 Dual I/O Amplifier
1		e, MC304 Decoder
1		f. MB302 BERT Receiver
1	BERTS-25	Tau-Tron Error Measurement System
1	8660C	Synthesized Signal Generator
1	8672A	Synthesized Signal Generator
4	11713A	Programmable Attenuator/Switch Driver
2	LRS100	Pseudo-Random Generator
4	3325A	Synthesizer/Function Generator
1	Fluke Model 72	Distribution Amplifier
1	5087A	Distribution Amplifier

1	5061A	Cesium Beam Frequency Standard
2	5065A	Rubidium Frequency Standard
2	NC7110	Programmable Noise Generator
1	8901B	Modulation Analyzer
2	8620C	
1	3403A	Sweep Oscillator
1	5372A	True RMS Voltmeter
1	7580B	Frequency and Time Interval Analyzer Plotter
1	2465DM	
1	7104	Oscilloscope
2	3488A	Oscilloscope
1	8750A	Switch/Control Unit
1	8754A	Storage Normalizer
1	8748A	Network Analyzer
1	1630G	S-Parameter Test Set
	8640	Logic Analyzer
2	442	Signal Generator
ī	9100	Dual Hi/Lo Filter
3	SECTOR	Arbitrary Function Generator
1	1653B	Logic Analyzer
1	SYS300	1553 Bus Analyzer
1	SYS100	1553 Bus Analyzer
1	8753	Network Analyzer
1	71210A	Spectrum Analyzer
4	8664	Signal Generators
1	5372A	Frequency & Time Analyzer
2	8657	Signal Generator
1	465B	Oscilloscope
1	9390-6000	Exact Time GPS Time & Frequency Generator
1	STR2760	Northern Telecom GPS Simulator
1		Magnavox GPS Simulator
1	7854	Oscilloscope, digitizer
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G.PREPARED BY LIDIA M. HARRIS VL AAST. (937)255-4854

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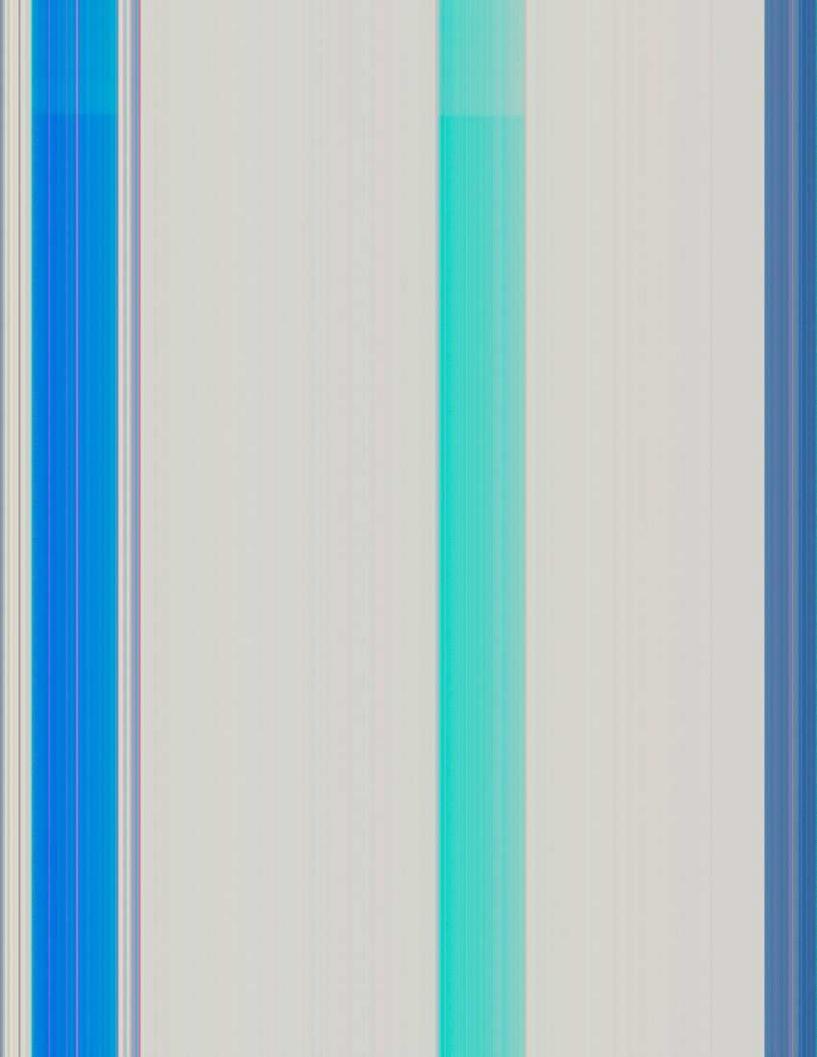
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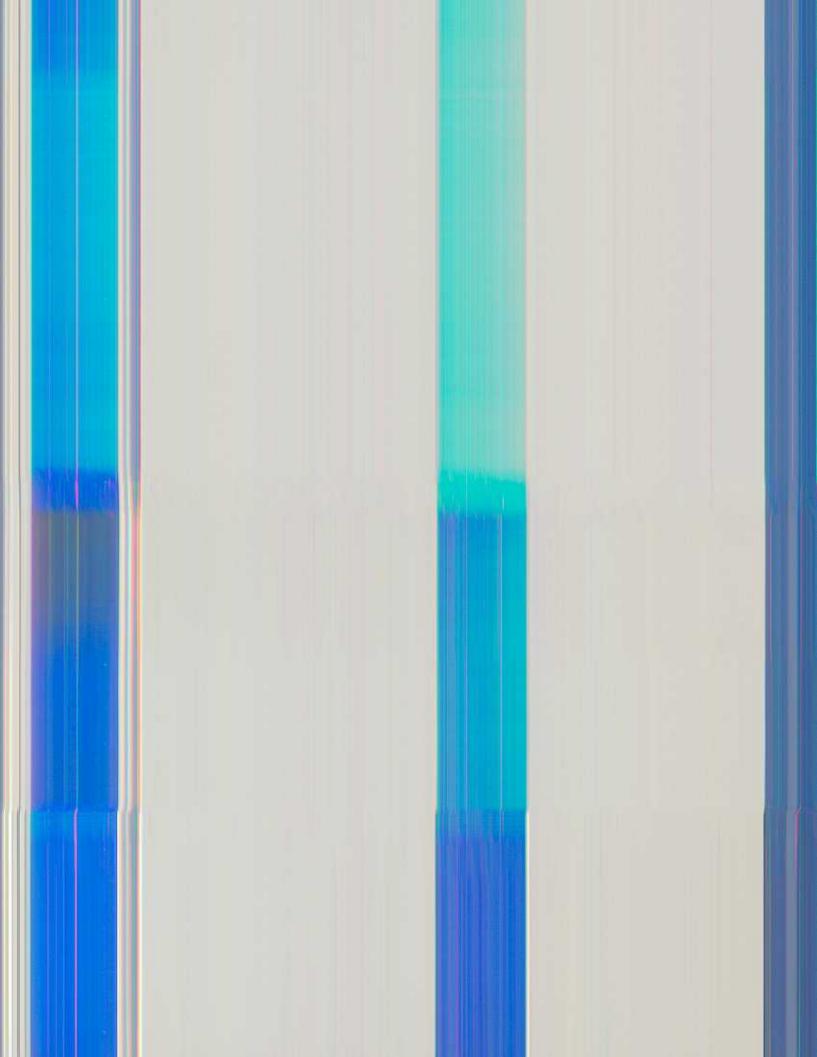
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PROJECT ENGINEER: ATTN: LYDIA HARRIS

WL/AAST BLDG 620

2241 AVIONICS CIRCLE, STE 32

WRIGHT-PATTERSON AFB, OH 45433-7334

CONTRACTING OFFICER: ATTN: BETTIE L. STEELY

WL/AAKD BLDG 7 2530 C STREET

WRIGHT-PATTERSON AFB, OH 45433-7607

FINANCE OFFICE:

WL/AAF BLDG 620

2241 AVIONICS CIRCLE, STE 18

WRIGHT-PATTERSON AFB, OH 45433-7320

SECTION J

EXHIBIT A

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